SUPREME COURT OF THE UNITED STATES.

No. 25.

JOSEPH F. MARSAQUE ET AL., APPELLANTS,

VERSUS

FRANCOIS TREMBLE'S HEIRS.

ON APPEAL FROM THE SUPREME COURT OF THE TERRITORY OF MICHIGAN.

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IN CHANCERY.

WAYNE COUNTY, ss.—*Supreme Court of the Territory of Michigan, of the term of September, in the year of our Lord one thousand eight hundred and twenty-two.*

To the Honorable the Judges of the Supreme Court of the Territory of Michigan, sitting in chancery: Humbly complaining, sheweth unto your honors, Francois Tremblé, Benoit Tremblé, and Theresa Tremblé, your orators and oratrix, children and heirs at law of Francois Tremblé, late of the county of Wayne, deceased, and infants under the age of twenty-one years, to wit, Benoit Tremblé, of the age of fifteen years, or thereabouts, Francois Tremblé, of the age of thirteen years, or thereabouts, and Theresa Tremblé, of the age of ten years, or thereabouts, all of the county of Macomb, in said Territory, by Benoit Tremblé, their next friend, also of the county and Territory last aforesaid; that Francois Marsaque, late of the county of Wayne, deceased, being seized, to him and his heirs, or pretending so to be seized, in and to a certain lot, tract, or parcel of land, with all and singular the appurtenances thereof, and being desirous to dispose of the same, entered into an agreement with Francois Marsaque aforesaid, the father of your orators and oratrix, to the effect following, that is to say, that the said Francois Marsaque would sell to the said Francois Tremblé the tract of land above mentioned, to wit, a tract of land, six arpents in width by forty arpents in depth, lying and being situate on the border of Tremblé's creek, then so called, in the county of Wayne aforesaid, bounded in front by said creek, in rear by unlocated lands, on the upper side (according to the course of said creek) by the lands of said Francois Marsaque, and below by land of Michel Tremblé, alias Joseph Louis Tremblé, as appears by the patent of the President of the United States to the said Marsaque, reference being had thereto for greater certainty, which said bound-

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aries, together with the quantity contained within the same, will more fully and particularly appear by reference to the deed of said tract to said Marsaque from John Little, by reference to the records of the commissioners sitting by virtue of an act or acts of Congress for the adjustment of claims of land within the Territory of Michigan, before whom the said Marsaque preferred his claim to be confirmed in and to the right and possession of said tract of land; and also by reference to the patent of the President of the United States, confirming the title of said land to the said Marsaque; and which said tract of land was confirmed as lot number six hundred and thirteen, containing two hundred and one acres $\frac{49}{100}$ths of land; that, in consideration of the sale of said land, the said Tremblé agreed to pay said Marsaque the sum of fifty-five pounds, New York currency, equal to one hundred and thirty-seven dollars and fifty cents, lawful money of the United States. That at the time and day agreed on between the said Marsaque and Tremblé, to wit, on or about the fifteenth day of August, which was in the year of our Lord one thousand eight hundred and nine, the said Tremblé paid to the said Marsaque the full and entire sum of forty-five pounds sixteen shillings, New York currency, equal to one hundred and fourteen dollars and fifty cents, lawful money of the United States; and the said Marsaque then and there accepted the said sum of money as and for the consideration of the sale and transfer of the land aforesaid; and, on the said fifteenth day of August, or thereabouts, the said Tremblé paid, in pursuance of the agreement aforesaid, to the said Marsaque, the further sum of ten dollars and fifty cents, making a sum total, paid by said Tremblé to said Marsaque, in pursuance of the agreement aforesaid, of one hundred and twenty-five dollars.

And your orators and oratrix further shew to your honors, that, on the said fifteenth day of August, or thereabouts, or at some other times, (but at what precise time your orators and oratrix are not able to specify,) and in pursuance of the agreement aforesaid, and in consideration of the payments made to said Marsaque, as herein above recited, the said Marsaque and Tremblé went on to the land which was the subject of the agreement aforesaid, and the said Marsaque did then and there, and in the full faith of said agreement, and with the intention of carrying the same into effect, deliver to said Tremblé the full and entire seizin and possession of said tract of land; and he, said Marsaque, did then and there take a clod or handful of the soil or earth, part of said land, and deliver the same to the said Tremblé, and speaking to the said Tremblé the words following, or to that purport and effect: "I, Francois Marsaque, do deliver to you, Francois Tremblé, this clod, (or portion of earth aforesaid,) in the name of the whole tract of two hundred and one acres $\frac{49}{100}$ths, more or less, which has been the subject of agreement between us. I have not yet received my patent for it; but when I do receive it, I will make you out a good warranty deed of the land."

And your orators and oratrix further shew unto your honors, that, in pursuance of the delivery of possession aforesaid, and in consequence of the agreement aforesaid, the said Tremblé remained and continued in the possession, use, occupation, and improvement of the said tract of land, until some time in the year of our Lord one thousand eight hundred and twelve, when he was forced and obliged (in consequence of the depredations and inroads of the Indians during the late war) to abandon the actual personal possession of said tract of land; and that, before the termination of the said

war, the said Francois Tremblé departed this life, to wit, on or about the tenth day of October, in the year of our Lord one thousand eight hundred and fourteen, leaving your orators and oratrix his children and heirs at law. That, on or about the fifteenth day of August, eighteen hundred and fourteen, the said Francois Marsaque also departed this life, without ever, at any time, or in any manner, having conveyed by deed the land aforesaid, according to the tenor and effect of the agreement aforesaid, so made, concluded, and confirmed, as aforesaid, by and between the said Marsaque and Tremblé.

And your orators and oratrix further shew unto your honors, that the said Marsaque, during his lifetime, did not receive the patent of his said lands from the General Land Office of the United States, but the same never reached or came to the hands of said Marsaque during his lifetime, and that, therefore, the said Marsaque could not make to said Tremblé the deed, according to the agreement aforesaid, although he often expressed his willingness so to do.

And your orators and oratrix further shew unto your honors, that Joseph F. Marsaque and Jacques Marsaque, defendants to this your orators' and oratrix's bill of complaint, children and heirs at law of the said Francois Marsaque, on the decease of said Francois, or at some time thereafter, have entered into and taken possession of the said tract of land, which was sold and transferred to said Francois Tremblé by said Francois Marsaque, during their respective lifetimes: And the said Joseph F. and Jacques still continue to hold possession of the whole or great part of said tract of land, and refuse to convey the same to your orators and oratrix, as heirs of said Francois Tremblé, although often requested so to do. And your orators and oratrix further shew, that the said Joseph F. Marsaque and Jacques Marsaque, or one or both of them, have sold or pretended to sell some part of the said tract of land to one Pierre Dequindre, of Detroit, in the county of Wayne aforesaid, (whom your orators and oratrix pray may be made a party defendant to this their bill of complaint:) and the said Joseph F. and Jacques, one or both of them, well knowing the premises, have deeded the same land, or part thereof, to the said Pierre; and the said Pierre, by virtue of said deed, is now in possession of the said land, or part thereof, although he well knew of the agreement and delivery of possession hereinbefore set forth, and that the said land of right belonged to, and was the property of, your orators and oratrix.

And your orators and oratrix have often, by their next friend, Benoit Tremblé, the elder, requested, in a friendly way, the said Joseph F. and Jacques Marsaque to convey the land included and intended in the agreement aforesaid to your orators and oratrix, inasmuch as they, the said Joseph and Jacques, had received the patent for the said land, which patent is in the name of the said Francois Marsaque, and inasmuch as the said Francois Tremblé, during his lifetime, had paid to the said Francois Marsaque the whole of the consideration or purchase money of the said land. And your orators and oratrix had well hoped that their said reasonable requests would have been complied with, as in justice and equity they ought to have been; but now, so it is, may it please your honors, that the said Joseph F. and Jacques Marsaque, combining and confederating to and with Pierre Dequindre aforesaid, and to and with divers other persons at present unknown to your orators and oratrix, whose names, when discovered, your orators and oratrix pray may be herein inserted, and they made parties de-

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fendants hereto, with proper and apt words to charge them, and contriving how to injure and defraud your orators and oratrix in the premises, sometimes pretend, that, though the agreement hereinbefore set forth might have been made, yet the consideration or purchase money of the said land was never paid to the said Francois Marsaque; whereas your orators charge the contrary thereof to be the truth, and that the whole or the greater part thereof was paid to the said Francois Marsaque, during his lifetime, by the said Francois Tremblé; and that the said agreement, and the receipt for one hundred and twenty-five dollars, as paid by said Tremblé, is now ready to be produced to this honorable court, in the proper handwriting and signature of the said Francois Marsaque. At other times, the said confederates pretend that they are not able to make a good and sufficient title to said land, having sold the same to the said Pierre Dequindre; whereas your orators and oratrix charge the contrary to be the truth, and that the sale of said land, or any part thereof, to the said Pierre Dequindre, was fraudulent, with intent to cover and protect the said land from the just claims of your orators and oratrix; or that, if not so, that the said Pierre has no right or title to the said land, in and by virtue of the sale to him as aforesaid, inasmuch as he knew and was well acquainted with the fact, that the land belonged, of right, to your orators and oratrix; and that the said Joseph F. and Jacques, one, both, or either of them, had no right, title, or interest, in or to the said land, or any part thereof. All which actings and doings of the said confederates are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orators and oratrix in the premises. In tender consideration whereof, and forasmuch as your orators and oratrix are remediless in the premises at and by the direct and strict rules of the common law, and cannot have adequate relief, save in a court of equity, where matters of this and the like nature are properly cognizable and relievable, to the end thereof that the said Joseph F. Marsaque, Jacques Marsaque, and Louis Dequindre, and the rest of their confederates, when discovered, may, upon their several and respective corporal oaths, full, true, direct, and perfect answers make to all and singular the matters hereinbefore stated and charged, as fully as if the same were hereinafter repeated, and they thereto distinctly interrogated; and that not only as to the best of their respective knowledge and remembrance, but also as to the best of their several knowledge, information, hearsay, and belief; and, more especially, that they may set forth and answer whether the agreement hereinbefore set forth, or some other, and what agreement, and at the dates hereinbefore specified, or at some other, and what time, date or dates, respectively, the said agreement was made or concluded by and between the said Francois Marsaque and Francois Tremblé, and what was the consideration of the said agreement; and whether the said Francois Marsaque did not, at the time herein specified, or at some other time, and what time, and in pursuance and fulfilment on his part of the said agreement, deliver possession of the land hereinbefore specified, and in the manner hereinbefore set forth, or in some other, and in what manner; and whether the said Francois Tremblé did not, in virtue of said delivery of possession, use, occupy, and enjoy the said land, and for how long a time. And that the said Joseph F. and Jacques Marsaque may set forth whether they, or one, or either, and which of them, have not been in possession of the said land since the death of the said Francois Marsaque, and whether they have not sold the said land, or some, and what

part thereof, and when and to whom, and what was the consideration of the said sale.

And that the said Pierre Dequindre may set forth whether he did not know of the agreements, payment of purchase money by said Tremblé, and delivery of possession of the said land thereupon to him the said Tremblé by said Marsaque, and whether he has purchased the land which was the subject of the said agreement, or any part thereof, and for and on what consideration.

And that the defendants may answer the premises; and that the said Joseph F. Marsaque and Jacques Marsaque may specially perform the said agreement, so made and entered into by and between the said Francois Marsaque and Francois Tremblé; and that all necessary conveyances, deeds, and assurances be made by them to your orators and oratrix; and that all proper persons be directed to join in said conveyances; and, in case any balance or sum of money now remain due to the said Francois Marsaque, as part of the purchase money aforesaid, your orators and oratrix are willing and ready, and hereby offer specifically to perform the said agreement in all things on their part and behalf; and for further relief may it please your honors to grant unto your orators and oratrix the United States' writ of subpœna, to be directed to the said Joseph F. Marsaque, Jacques Marsaque, and Pierre Dequindre, thereby commanding them, and each of them, at a certain day, and under a certain pain therein to be inserted, personally to be and appear before your honors, sitting as a court of chancery, then and there to answer the premises, and to stand to and abide by such order and decree therein as to your honors shall seem agreeable to equity and good conscience.

And further, that the said Benoit Tremble may be appointed guardian to your orators, by and under the direction of this honorable court, in and under such security or securities as in the judgment of this honorable court shall seem meet and expedient.

And your orators will ever pray.

W. W. PETIT, *Sol. for plffs.*
GEO. McDOUGALL, *of counsel.*

It is agreed by plaintiff's solicitor that defendants have till July 15th, 1823, to answer this bill.

PETIT, *Sol'r.*

January 1, 1823.

Bill filed in the clerk's office, September 9th, 1822.

MELVIN DON, *Clerk.*

(Precipe filed in clerk's office September 9, 1822.)

To MELVIN DON, *Clerk.*

IN CHANCERY.

Francois Tremblé, Benoit Tremblé, Theresa Tremblé, by Benoit Tremblé, their next friend, complainants, *vs.* Joseph Francois Marsaque and Jacques Marsaque, defendants.

Subpœna ad respondendum for above named defendants, returnable 3d Monday September instant. Issued September 9th, 1822.

W. W. PETIT.

DETROIT, *September*, 1822.

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TERRITORY OF MICHIGAN, COUNTY OF WAYNE, ss.—*The United States of America to the Sheriff of the county of Wayne, greeting:*

We command you that you summon Joseph Francois Marsaque and Jacques Marsaque to appear before the Judges of our Supreme Court on the third Monday in September instant, to answer a bill in chancery exhibited against them by Francois Tremblé, Benoit Tremblê, and Theresa Tremblé, by Benoit Tremblé, their next friend, and this they shall in no wise omit, under the penalty of one thousand dollars; and have then there this writ.

Witness the Honorable Augustus B. Woodward, presiding judge of our said court, at the city of Detroit, this ninth day of September, in the year of our Lord one thousand eight hundred and twenty-two.

[L. S.] MELVIN DON, *Clerk.*

Served and returned to the clerk's office, September 10, 1822.

TREMBLE ET ALII, complainants, *vs.* MARSAQUE ET ALII, defendants. } *Supreme Court, in chancery.*

In this case it is moved by W. W. Petit, solicitor for complainants, that the matters and things in said bill set forth and alleged against the said defendants, be taken as confessed as against the said defendants and all of them, no answer, plea, or demurrer having been filed by them to the said bill, or any part thereof; and that proceedings thereon be had, according to the eighth section of the act entitled an act directing the mode of proceeding in chancery, at a short day to be appointed by this honorable court.

PETIT, *Sol'r.*
McDOUGALL, *of counsel.*

Dated DETROIT, 1*st October*, 1824.

(Motion filed same day.)

TREMBLE ET ALII, *vs.* MARSAQUE ET ALII. } *Supreme Court, in chancery.*

The clerk of the Supreme Court will issue subpœna in chancery (directed to the sheriff of Wayne county) for Pierre Dequindre, one of the defendants in said cause, returnable 30th instant.

W. W. PETIT, *plffs' sol'r.*

22*d September*, 1825.

(Precipe filed 22d September, 1825.)

TREMBLE ET ALII, complainants, *vs.* MARSAQUE ET ALII, defendants. } *Supreme Court, in chancery.*

It appearing from the certificate of Jonathan Kearsley, clerk of this court, that the bill of complaint in the above entitled cause was filed on the 9th day of September, 1822, and that no answer, plea, or demurrer has been filed thereto, the said plaintiffs, by W. W. Petit, their solicitor, now move this honorable court for leave to amend their said bill.

PETIT, *Sol'r.*

22*d September*, 1825.

(Motion filed September 22, 1825.) (Certificate of clerk, same date.)

TERRITORY OF MICHIGAN, ss.—*The United States of America to the Sheriff of Wayne county, greeting:*

We command you that you summon Pierre Dequindre to appear before the Judges of our Supreme Court, on the thirtieth day of September instant, to answer a bill in chancery exhibited against him by Benoit Tremblé, Francois Tremblé, Theresa Tremblé, by Benoit Tremblé, the elder, their next friend; and this he shall in no wise omit, under the penalty of one thousand dollars; and have then there this writ.

Witness James Witherell, presiding Judge of our Supreme Court, at Detroit, this twenty-second day of September, in the year of our Lord one thousand eight hundred and twenty-five.

[L. S.] J. KEARSLEY, *Clerk.*

Returned—Served, September 23, 1825.

TREMBLE ET ALII, complainants, *vs.* MARSAQUE ET ALII, defendants, } *Supreme Court, in chancery.*

In this case it is mutually stipulated and agreed, by and between the solicitor for the plaintiffs and the solicitors for Joseph F. and Francois Marsaque, two of the defendants in the bill of complaint in this case named, that the said defendants do file their sufficient answer, plea, or demurrer to the said bill on or before the first day of June next ensuing; or, in default thereof, that the allegations in said bill contained be taken as confessed as against said defendants, and a decree thereon had at the next term of this court; and, further, that testimony be taken before the master in vacation, on three days' notice.

W. W. PETIT, *plff's' solicitor,*
CHAS. LARNED,
WM. WOODBRIDGE.

Detroit, October 7, 1825.

TERRITORY OF MICHIGAN.—*Supreme Court, September term, in the year of our Lord one thousand eight hundred and twenty-five.*

IN CHANCERY.

Francois Tremblé, Benoit Tremblé, Theresa Tremblé, complainants, *vs.* Joseph F. Marsaque, Jacques Marsaque, and others, defendants.

The several answer of Joseph Francois Marsaque, one of the defendants to the original bill of complaint, and also to the amended bill of complaint, of Francis Tremblé, Benoit Tremblé, and Theresa Tremblé, suing by their next friend, Benoit Tremblé, against Joseph F. Marsaque, Jacques Marsaque, and another, defendants.

The said defendant, saving and reserving to himself, now and at all times hereafter, all and all manner of exceptions to the manifold uncertainties and imperfections in the said bill and amended bill contained, for answer thereto, or unto so much thereof as materially concerns this defendant to make answer unto, he answereth and saith, that, as to so much of said bill as sets forth that the said complainants are the children and only heirs at law of Francois Tremblé, late of this Territory, deceased, this defendant has no personal knowledge, but believes the same is true; and as to so much of said bill as charges and sets forth that the father of this defendant, in his

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lifetime, to wit, on or about the fifteenth day of August, A. D. one thousand eight hundred and nine, or at any other time, entered into this supposed agreement in said bill mentioned, or any other agreement, with the said Francois Tremblé, in his lifetime, touching or concerning the proposed sale of the certain tract of land in said bill mentioned, this defendant, of his own knowledge, knows nothing; neither does he know, or remember to have heard the said Francois Tremblé, or his, this defendant's father, say or admit any thing about it; neither does he know that the said Francois Tremblé ever lived upon, possessed, or enjoyed the said premises; but, further answering, this defendant admits, that, long after the death of this defendant's father, he has heard a rumor, and verily believes the same to be true, that the said Francois Tremblé had once, in his lifetime, for some short period, lived and sojourned upon said land, and that he did so in pursuance of some negotiation, at that time pending, touching the premises between said Francois Tremblé and this defendant's father, but before the legal title thereof had been confirmed by the President of the United States in this defendant's said father; and further, that in expectation that the said negotiation would ultimately terminate in the sale and transfer to the said Francois Tremblé by this defendant's father, of the said tract, or of some such tract, he, said Francois Tremblé, had delivered to this defendant's , in articles other than money, something towards the payment thereof, but how much this defendant does not know; but that before said negotiation was to have been, or could be, closed, the said Francois Tremblé, voluntarily, and of his own accord, gave up, and fully and entirely abandoned the said proposed purchase; and that this defendant's said father, being advised thereof, voluntarily agreed to said abandonment, and by and with the consent, and to the full satisfaction of said Francois Tremblé, repaid fully, and to the satisfaction of said Francois Tremblé, all such payment and payments as said Francois Tremblé may have made or intended for or on account of said proposed and intended purchase by said Francois Tremblé of said tract. But this defendant, further answering, says, that he does not know, nor believe, nor has he ever heard, that said supposed agreement or proposal, touching the said proposed purchase, nor touching the said abandonment thereof, was ever in any wise reduced to writing; but both the said supposed and intended purchase, and the said relinquishment and abandonment thereof, were, as this defendant believes and has heard, only by parol; and that at the time of the death of his said father, and long before, and long before the title in and to said tract had been patented as in said bill is supposed, the said Francois did not, and could not have nor possess any manner of claim, title, nor interest in said tract, legal nor equitable, neither against his said father nor against any of these defendants: whatsoever claim the said Francois Tremblé having at any time had, if any, having as this defendant has heard, is advised, and verily believes, been by a species of negotiation of the same character, nature, and obligation, freely, fully, and amply released, remised, and abandoned to this defendant's said father in his lifetime; and all advances, if any, by said Francois Tremblé made on account thereof, fully, and to the satisfaction of said Francois Tremblé, repaid, by this defendant's father, to the full satisfaction of said Francois Tremblé.

And as to so much of said bill as sets forth and pretends that this defendant's father ever delivered possession of said tract to said Francois Tremblé, by twig and turf, or otherwise, this defendant knows nothing.

And as to so much of said bill as sets forth that the said Francois Tremblé was driven off from the said tract of land, or induced to leave the same by reason of the depredations of Indians, or of any other persons or person, this defendant, of his own knowledge, knows nothing; but, further answering, saith, that he has heard, and verily believes the truth so to be, that the said Francois Tremblé went off and left that part of the country voluntarily, and without any coercion or threats whatsoever; and solely because he chose, with the assent of this defendant's father, to relinquish and give up all intention (if he ever had any such) of purchasing or completing the purchase of said tract of land, and went to and established himself somewhere near the remote waters of the river Huron, (now called Clinton,) there having interested himself in some mills. And to so much of said bill as sets forth and pretends that this defendant, with the said Jacques Marsaque, one or both of them, well knowing the premises, conveyed the same tract of land to the said Pierre Dequindre, (otherwise called Louis and Antoine,) this defendant says that the same, in the manner therein set forth, is not true; but, further answering, he says, that it became necessary, in proper and in convenient time after the death of his said father, that the administration of the assets of his said father should be closed, and the affairs of his estate finally settled; and that, with a view to that end, this defendant, for and in consideration of a good and valuable consideration, purchased of his brother, the said Jacques, in said bill mentioned, the whole of his interest, right, and estate, in and to said tract of land, and the same was, on or about the day of in the year one thousand eight hundred and , in due form of law conveyed to this defendant; and that, at the time of his said purchase, he had no knowledge or notice whatsoever that there existed in said Francois Tremblé, or in any of his heirs at law or representatives, any right, title, interest, or estate in said premises, legal or equitable; and further, that afterwards, and that this defendant might be enabled to settle and adjust the affairs of said estate of his said father, deceased, he did feel himself obliged to sell, and actually did sell a part of said premises, but a part only thereof, bona fide, and for a good, sufficient, and valuable consideration, to the said Pierre Dequindre, in said bill mentioned; but that, at and before the time of said sale, and since said sale, he did not know nor believe that said complainants had any title, interest, or estate therein, legal nor equitable; and that, afterwards, and for the like reason, viz: to enable him, this defendant, to settle the affairs of said estate, he, this defendant, for a good and valuable consideration, did sell and convey the rest and residue of said tract of land to one Jean B. Peltier, of said Territory. And this defendant utterly and totally denies that the said sales by the said Jacques Marsaque to this defendant, and by this defendant to the said Pierre and to the said Jean B. Peltier, or either of them, was made in order to defraud the said complainants, or either of them, or in order to give effect to any fraudulent intent whatsoever; but that, on the contrary, they were made in good faith, and for valuable considerations, and for meritorious objects, as in right, justice, and law, the parties thereto, respectively, had lawful authority to do.

And this defendant denies all and all manner of fraud and unlawful combination, wherewith he is most wrongfully charged; and, also, all other the false pretenses, and other the unjust imputations, wherewith, in said bills, he is also most grievously and unjustly charged.

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Without this that there is any other matter or thing material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered unto, confessed or avoided, traversed or denied, is true. All which matters and things this defendant is ready to aver and prove, as this honorable court shall direct and award; and humbly prays to be hence dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained.

TERRITORY OF MICHIGAN, to wit.

I, the within named Joseph F. Marsaque, do solemnly swear that the within written answer, and the matters therein contained, so far as the same are therein stated to be within my own knowledge, are true; and so far as the same are stated upon informations of others, or upon belief, I believe them to be true. So help me God.

JOSEPH F. MARSAQUE.

Sworn to and subscribed before me, this 31st day of May, 1826.

THOMAS ROWLAND,
Justice of the Peace.

(Filed 31st May, 1826.)

TERRITORY OF MICHIGAN.—*Supreme Court, September term, in the year of our Lord one thousand eight hundred and twenty-five. Sitting in chancery.*

Between Francois Tremblé, Benoit Tremblé, and Theresa Tremblé, complainants, and Joseph F. Marsaque, Jacques Marsaque, and others, defendants.

The several answer of Jacques Marsaque, one of the defendants to the original bill of complaint, and also to the amended bill of Francois Tremblé, Benoit Tremblé, and Theresa Tremblé, suing by their next friend, Benoit Tremblé, against Joseph F. Marsaque, Jacques Marsaque, and another, defendants.

The said defendant, saving and reserving to himself now, and at all times hereafter, all and all manner of exception to the manifold uncertainties and imperfections in the said bill and amended bill, for answer thereto, or unto so much thereof as materially concerns this defendant to make answer unto, he answereth and saith: That, as to so much of said bill as sets forth that the said complainants are the children and only heirs at law of Francois Tremblé, late of this Territory, deceased, this defendant says that of his own knowledge he knows nothing, but believes they are; and as to so much of said bill as charges and sets forth that the father of this defendant, in his lifetime, entered into any agreement with the said Francois Tremblé, deceased, in his life time, touching or concerning the proposed sale of the certain tract of land in said bill described, this defendant of his own knowledge knows nothing; but this defendant, further answering, saith, that he has heard a rumor that his father (the said Francois Marsaque,) in his lifetime, and before his claim to the said tract of land had been confirmed by the Government, or in any wise patented to the said Francois, he, the said Francois Marsaque, had some certain conversa-

tions with the said Francois Tremblé, in his lifetime, concerning the proposed sale to him of the said tract; and that he, this defendant, believes that such conversations did take place: but he further says and avers, that, before any contract was consummated between the said parties, and long before the death of his said father, (the said Francois Marsaque, deceased,) the said Francois Tremblé abandoned said land, and all intention of becoming purchaser thereof, and relinquished to said Francois Marsaque all and all manner of claim he had, or might be supposed to have, either in law or equity, in or to said tract and said contract: all which this defendant has heard and verily believes: and further, that the said Francois Tremblé, in his lifetime, received of and from this defendant's said father a full and ample compensation for his said claim, and all that he might have advanced therefor, and that in full satisfaction of all and all manner of claim, he, said Francois Tremblé, might have had or acquired in and to said tract of land.

And as to so much of said bill as sets forth that this defendant's father delivered said tract to said Francois Tremblé by twig and turf, as the same is in said bill set forth, this defendant knows nothing.

And as to so much of said bill as sets forth that this defendant, together with his brother, the said Joseph F. Marsaque, sold and transferred the same tract of land, and all their rights and interests therein, as heirs at law of their said father, deceased, to the said Pierre Dequindre, this defendant denies that he, this defendant, made any such sale; but this defendant, further answering, says, that he, this defendant, some time, he believes, in the summer of eighteen hundred and nineteen, sold and transferred to his brother Joseph all his right, title, and interest, in and to said tract of land, for a good and valuable consideration; and, further answering, says that the said sale and transfer to said Joseph F. Marsaque was made in good faith, and without any knowledge, notice, or belief whatsoever, that they, the said complainants, had, or could have, any claim, estate, or interest therein, legal or equitable.

And further, that it became necessary and proper that the same tract should be so sold as aforesaid for the better settlement and distribution of the estate of their said father, deceased, (the said Francois Marsaque.)

And, in further answer to the matter of said bills, this defendant says, and admits that he has heard and believes, that his said brother afterwards, and in good faith, sold, as aforesaid, to the said Pierre, the said tract; but for what consideration, this defendant knows nothing.

And as to so much of said bill as charges that the sums of money in said bills mentioned were paid by said Francois Tremblé, in his lifetime, to the said Francois Marsaque, in his lifetime, for and in consideration of the said pretended bargain and sale to said Francois Tremblé of said tract of land, this defendant knows nothing.

And this defendant denies all and all manner of fraud and unlawful combination, wherewith he is most wrongfully charged; and also all other the false pretenses, and other unjust imputations, wherewith, in said bills, he is most wrongfully charged herein, to aggrieve this defendant.

Without this, that there is any other matter or thing material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered unto, confessed or avoided, traversed or denied, is true. All which matters and things this defendant is ready to aver and prove, as this honorable court shall direct and award; and humbly

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prays to be hence dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained.

his
JAMES × MARSAQUE.
mark.

TERRITORY OF MICHIGAN, to wit.

I, the within named Jacques Marsaque, do solemnly swear that the within written answer, and the matters therein contained, so far as the same are stated therein to be within my own knowledge, are true; and so far as the same are stated upon information of others or belief, I believe them to be true. So help me God.

his
JAMES × MARSAQUE.
mark.

Sworn to and subscribed before me, this 17th February, 1826.
JAMES ABBOTT,
Justice of the Peace.

(Filed 31st May, 1826.)

TREMBLE and others
vs.
PIERRE DEQUINDRE and others. } *In chancery.*

The clerk of the Supreme Court will please issue a subpœna to Pierre Dequindre in this case, returnable to the ensuing term of the court, on the amended bill heretofore filed.

A. D. FRASER,
Attorney for complainant.

22*d July*, 1826.—(Filed same day.)

Between Francois Tremblé, Benoit Tremblé, and Theresa Tremblé, children and heirs at law of Francois Tremblé, deceased, and infants, by their next friend, Benoit Tremblé, the elder, complainants, and Joseph F. Marsaque and Jacques Marsaque, defendants.

The replication of Francois, Benoit, the younger, and Theresa Tremblé, aforesaid, by their next friend, Benoit Tremblé, the elder, complainants, to the answer of Joseph F. Marsaque, one of the defendants.

These repliants, saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereto, say, that they will aver and prove their said bill to be true, certain, and sufficient in the law to be answered unto; and that the said answer of the said defendant Joseph is uncertain, untrue, and insufficient to be replied unto by these repliants. Without that, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true: all which matters and things these repliants are and will be ready to aver and prove, as this honorable court shall direct, and humbly prays as in and by their said bill they have already prayed.

A. D. FRASER,
Solicitor for complainants.

(Filed August 28, 1826.)

Between Francois Tremblé, Benoit Tremblé, and Theresa Tremblé, minor children and heirs at law of Francois Tremblé, deceased, by Benoit Tremblé, the elder, their next friend, complainants, and Joseph F. Marsaque and Jacques Marsaque, defendants.

The replication of Francois, Benoit, the younger, and Theresa Tremblé, aforesaid, by their next friend, Benoit Tremblé, the elder, complainants, to the answer of Jacques Marsaque, one of the defendants.

These repliants, saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto, say, that they will aver and prove their said bill to be true, certain, and sufficient in the law to be answered unto; and that the said answer of the said defendant Jacques is uncertain, untrue, and insufficient to be replied unto by these repliants. Without that, that any other matter or thing whatsoever, in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these repliants are and will be ready to aver and prove as this honorable court shall direct, and humbly pray as in and by their said bill they have already prayed.

A. D. FRASER,
Solicitor for complainant.

(Filed August 28, 1826.)

To the Honorable the Judges of the Supreme Court of the Territory of Michigan, in chancery sitting:

Humbly complaining, sheweth unto your honors your orators and oratrix, Francois Tremblé, Benoit Tremblé, and Theresa Tremblé, children and heirs at law of Francois Tremblé, late of the county of Wayne and Territory aforesaid, deceased, and infants under the age of twenty-one years, all of the county of Macomb, by Benoit Tremblé, the elder, also of said county of Macomb and Territory of Michigan, their next friend: That, on or about the ninth day of September, in the year one thousand eight hundred and twenty-two, your orators and oratrix exhibited their original bill of complaint in this honorable court against Joseph F. Marsaque and Jacques Marsaque, both of the county of Wayne aforesaid, and another person in the said bill mentioned, stating, among other things, that Francois Marsaque, late of Wayne county, deceased, was seized of a certain lot or tract of land of six arpents in width by forty arpents in depth, lying on the border of Tremblé's creek, then so called, in the county of Wayne aforesaid, bounded in front by said creek, in rear by unlocated lands, on the upper side (according to the course of said creek) by the lands of said Francois Marsaque, and below by lands of Michael Tremblé, alias Joseph Louis Tremblé, as appeared by the patent of the President of the United States to the said Francois Marsaque, reference thereto being had for greater certainty which said boundaries, together with the quantity contained within the same, would more particularly appear by reference to the deed of said tract to said Francois Marsaque from John Little, and to the records of the commissioners sitting by virtue of an act or acts of Congress for the adjustment of claims of lands within the Territory of Michigan, before whom the said Francois Marsaque preferred his claim to be confirmed in and to the right and possession of said tract of land, and, also, by reference to the patent of the President of the United States, confirming the title of said land to said

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Francois Marsaque, and which said tract of land was confirmed as lot numbered six hundred and thirteen (613), containing two hundred and one acres $\frac{49}{100}$; and that, on or about the fifteenth day of August, in the year of our Lord one thousand eight hundred and nine, the said Francois Marsaque entered into an agreement with the said Francois Tremblé, whereby he agreed to sell to the said Francois Tremblé the said tract or piece of land above described, for which the said Francois Tremblé agreed to pay the said Francois Marsaque the sum of fifty-five pounds New York currency, equal to one hundred and thirty-seven dollars and fifty cents, lawful money of the United States; and that, thereupon, the said Francois Tremblé paid down to the said Francois Marsaque the sum of forty-five pounds sixteen shillings, currency aforesaid, (equal to one hundred and fourteen dollars fifty cents, lawful money aforesaid,) which the said Francois Marsaque then and there accepted as and for the consideration of the sale and transfer of the said tract of land; and that, about the same time, the said Francois Tremblé paid to the said Francois Marsaque, in pursuance of the agreement aforesaid, the sum of ten dollars fifty cents, making a sum total of one hundred and twenty-five dollars, lawful money aforesaid, for said tract or parcel of land; and stating further, that, about the same time, (or some other time, not recollected,) in pursuance of said agreement, in consideration of said payments, the said Francois Tremblé went on to the land which was the subject of the agreement aforesaid; and that the said Francois Marsaque, in full faith of said agreement, and with the intention of carrying the same into effect, delivered to the said Francois Tremblé the full seizin and possession of said tract or parcel of land, and took a clod, and delivered the same to the said Francois Tremblé, saying, "I, Francois Marsaque, do deliver to you, Francois Tremblé, this clod, in the name of the whole tract of two hundred and one acres and forty-nine hundredths of an acre, more or less, which has been the subject of agreement between us. I have not yet received my patent, but when I do receive it, I will make you a good warranty deed of the land." And further, that, in pursuance of this delivery and possession, and of the agreement aforesaid, the said Francois Tremblé remained in possession, use, and occupation, and improvement of the said tract of land, until some time in the year one thousand eight hundred and twelve, when he was forced and obliged (in consequence of the depredations and inroads of the Indians during the late war) to abandon the actual personal possession; and that, before the termination of the war, the said Francois Tremblé departed this life on or about the tenth day of October, in the year one thousand eight hundred and fourteen, leaving your orators and oratrix his children and heirs at law, to inherit his estate; and also stating, that, on or about the fifteenth day of August, in the year one thousand eight hundred and fourteen, the said Francois Marsaque also died without having conveyed the said tract or parcel of land to the said Francois Tremblé; that the said Francois Marsaque did not, during his lifetime, receive the patent to his said tract of land; and that, therefore, he could not deed the said tract to the said Francois Tremblé, although he often expressed his willingness so to do, as soon as he received the same; also stating that the said Joseph F. Marsaque and Jacques Marsaque, children and heirs at law of the said Francois Marsaque, deceased, on the decease of their father, entered into and took possession of the said tract or parcel of land, and that they still continued to hold possession, and refused to convey the same to your orators and oratrix, although often requested so to do by Benoit Trem-

blé, the elder, aforesaid, next friend of your orators and oratrix; and charging, among other things, that the patent for the said tract or parcel of land issued in the name of the said Francois Marsaque, deceased; and that the whole consideration was paid by the said Francois Tremblé to the said Francois Marsaque, in the lifetime of both of them, for the said tract or parcel of land; and that the agreement and receipt for the sale of the said tract of land, and for the money paid as aforesaid, as the purchase price, in the handwriting of the said Francois Marsaque, deceased, was ready to be produced and proved as this honorable court should direct; and therefore praying, among other things, that the said Joseph F. Marsaque and Jacques Marsaque might specifically perform the agreement aforesaid, by conveying to your orators and oratrix, by good and legal conveyances, the said tract or parcel of land; and that all proper persons might be directed by this honorable court to join in the said conveyance thereof.

And your orators and oratrix further shew unto your honors, that the said Joseph F. Marsaque, one of the defendants aforesaid, (and whom they pray may be also made a party defendant to this supplemental bill,) appeared, and put in his answer to the said original bill, as by the said bill and answer now remaining as of record in this honorable court, reference being thereunto had, will appear; and your orators and oratrix shew, by way of supplement, that since the filing of the said original bill, to wit, on or about the second day of November, in the year one thousand eight hundred and twenty-two, and during the pendency of the said original bill in this honorable court, the said Joseph F. Marsaque, and Ann his wife, (who has since departed this life,) sold, or pretended to sell, to Jean B. Peltier, of the county of Wayne and Territory of Michigan, (whom your orators and oratrix pray may be made a party to this bill,) the one half of the said tract or parcel of land, or some other part or portion thereof, the said Joseph, as well as the said Jean B. Peltier, well knowing the premises; and the said Joseph, and Ann his wife, on the day and year aforesaid, deeded the said half or moiety of said tract of land, or some other part thereof, to the said Jean B. Peltier, and the said Jean is now in possession of the same; that the said Jean B. Peltier well knew of the agreement aforesaid between the said Francois Marsaque and Francois Tremblé, in their lifetime, respecting the sale of the said tract of land, of the payment of the purchase money, and of the delivery of possession to, and occupancy aforesaid of the said tract by the said deceased Francois Tremblé, in his lifetime; and that the said tract or parcel of land of right belonged to your orators and oratrix, and was their undoubted property; and also knew and had full knowledge of the pendency of the said original bill in this honorable court, to coerce the specific performance of the agreement aforesaid, before he, the said Jean B. Peltier, negotiated with the said Joseph for the purchase of the one-half of said tract of land, or any part thereof, and before the conclusion of any contract for the purchase or sale of the same, and before the payment of any money or any consideration on account thereof; notwithstanding all which, the said Joseph did take upon himself to grant, and the said Jean did receive, on or about the day and year last aforesaid, a deed of conveyance, giving in fee simple to the said Jean the one-half, or some other certain part of said tract of land, for some pretended consideration unknown to your orators and oratrix; with a view of defeating the just claim of your orators and oratrix, and of defrauding them in the premises; and your orators and oratrix being entitled as aforesaid to the use, possession, and oc-

cupation and seizin of the said tract or parcel of land, and to every part and parcel thereof, by and under the agreement aforesaid, and the contract and sale of the said Francois Marsaque, deceased, with and to the said Francois Tremblé, deceased, as aforesaid, in their lifetime, have, by their next friend aforesaid, often requested the said Joseph and Jean that they would permit your orators and oratrix to quietly use, occupy, and possess the same, according to the agreement aforesaid, as in justice and equity they ought to have done. And your orators and oratrix had well hoped that the said defendants would have complied with this your orators and oratrix's reasonable request; but now, so it is, may it please your honors, that the said Joseph and Jean refuse to comply with your orators and oratrix's request in this behalf, to the manifest wrong and injury of your orators and oratrix in the premises. To the end, therefore, that they, the said Joseph F. Marsaque and Jean B. Peltier, may answer all and every the matters and things hereinbefore charged, by way of supplement, upon their respective corporal oaths; and that he, the said Jean B. Peltier, may discover and set forth whether he, at any time, and when, and for what consideration, did purchase from the said Joseph the tract of land aforesaid, or some part, and what part or portion thereof, and by what instrument or instruments was the same conveyed to him, if any, and what consideration, if any, he paid for the same; and that the said Joseph and Jean may respectively discover and set forth whether they, or either of them, knew, heard, or believed, and if so, which of them, that the said Francois Tremblé purchased the said farm or tract of land, above described, from the said Francois Marsaque, in the lifetime of both, in manner aforesaid, or what other tract or parcel of land was so sold or purchased, and at what time, if any; and whether they, or either of them, knew, heard, or believed, that the said Francois Tremblé ever paid any consideration, and what sum, and when, to the said Francois Marsaque for the same, or to any other person on account thereof, and to whom, and whether possession was ever given to the said Francois Tremblé as aforesaid; when and how long did he continue in possession, and under what circumstances leave the possession and occupancy of said farm or tract of land; and also whether they, or either of them, knew, had not heard, or did not believe, that the said Francois Tremblé invariably claimed the said tract of land from the date of said agreement until the time of his death, as his property; and that they, your orators and oratrix, have claimed the same as the children and heirs at law of said Francois Tremblé, since his decease; and whether they, or either of them, did not know or did not believe that your orators and oratrix had, before the selling or purchasing of said tract of land, or any part thereof, or the payment of the consideration money therefor, or part thereof, or the granting or receiving a deed to said tract, or part thereof, presented their bill to this honorable court to compel a specific performance of the said agreement touching the premises, and that the same was still pending in this honorable court; and that the complainants may have the benefit of the said suit and proceeding against the said Joseph, as well as of the other defendants thereto; that the said Jean may be decreed to deliver up to your orators and oratrix the deed or deeds so granted by the said Joseph and Ann to the said Jean, to be cancelled and annulled; and that the said Jean and Joseph may be decreed to make and execute and deliver to your orators and oratrix (with such other person or persons as the court may think proper) a good and sufficient deed or deeds of the lands sold or conveyed

blé, the elder, aforesaid, next friend of your orators and oratrix; and charging, among other things, that the patent for the said tract or parcel of land issued in the name of the said Francois Marsaque, deceased; and that the whole consideration was paid by the said Francois Tremblé to the said Francois Marsaque, in the lifetime of both of them, for the said tract or parcel of land; and that the agreement and receipt for the sale of the said tract of land, and for the money paid as aforesaid, as the purchase price, in the handwriting of the said Francois Marsaque, deceased, was ready to be produced and proved as this honorable court should direct; and therefore praying, among other things, that the said Joseph F. Marsaque and Jacques Marsaque might specifically perform the agreement aforesaid, by conveying to your orators and oratrix, by good and legal conveyances, the said tract or parcel of land; and that all proper persons might be directed by this honorable court to join in the said conveyance thereof.

And your orators and oratrix further shew unto your honors, that the said Joseph F. Marsaque, one of the defendants aforesaid, (and whom they pray may be also made a party defendant to this supplemental bill,) appeared, and put in his answer to the said original bill, as by the said bill and answer now remaining as of record in this honorable court, reference being thereunto had, will appear; and your orators and oratrix shew, by way of supplement, that since the filing of the said original bill, to wit, on or about the second day of November, in the year one thousand eight hundred and twenty-two, and during the pendency of the said original bill in this honorable court, the said Joseph F. Marsaque, and Ann his wife, (who has since departed this life,) sold, or pretended to sell, to Jean B. Peltier, of the county of Wayne and Territory of Michigan, (whom your orators and oratrix pray may be made a party to this bill,) the one half of the said tract or parcel of land, or some other part or portion thereof, the said Joseph, as well as the said Jean B. Peltier, well knowing the premises; and the said Joseph, and Ann his wife, on the day and year aforesaid, deeded the said half or moiety of said tract of land, or some other part thereof, to the said Jean B. Peltier, and the said Jean is now in possession of the same; that the said Jean B. Peltier well knew of the agreement aforesaid between the said Francois Marsaque and Francois Tremblé, in their lifetime, respecting the sale of the said tract of land, of the payment of the purchase money, and of the delivery of possession to, and occupancy aforesaid of the said tract by the said deceased Francois Tremblé, in his lifetime; and that the said tract or parcel of land of right belonged to your orators and oratrix, and was their undoubted property; and also knew and had full knowledge of the pendency of the said original bill in this honorable court, to coerce the specific performance of the agreement aforesaid, before he, the said Jean B. Peltier, negotiated with the said Joseph for the purchase of the one-half of said tract of land, or any part thereof, and before the conclusion of any contract for the purchase or sale of the same, and before the payment of any money or any consideration on account thereof; notwithstanding all which, the said Joseph did take upon himself to grant, and the said Jean did receive, on or about the day and year last aforesaid, a deed of conveyance, giving in fee simple to the said Jean the one-half, or some other certain part of said tract of land, for some pretended consideration unknown to your orators and oratrix; with a view of defeating the just claim of your orators and oratrix, and of defrauding them in the premises; and your orators and oratrix being entitled as aforesaid to the use, possession, and oc-

cupation and seizin of the said tract or parcel of land, and to every part and parcel thereof, by and under the agreement aforesaid, and the contract and sale of the said Francois Marsaque, deceased, with and to the said Francois Tremblé, deceased, as aforesaid, in their lifetime, have, by their next friend aforesaid, often requested the said Joseph and Jean that they would permit your orators and oratrix to quietly use, occupy, and possess the same, according to the agreement aforesaid, as in justice and equity they ought to have done. And your orators and oratrix had well hoped that the said defendants would have complied with this your orators and oratrix's reasonable request; but now, so it is, may it please your honors, that the said Joseph and Jean refuse to comply with your orators and oratrix's request in this behalf, to the manifest wrong and injury of your orators and oratrix in the premises. To the end, therefore, that they, the said Joseph F. Marsaque and Jean B. Peltier, may answer all and every the matters and things hereinbefore charged, by way of supplement, upon their respective corporal oaths; and that he, the said Jean B. Peltier, may discover and set forth whether he, at any time, and when, and for what consideration, did purchase from the said Joseph the tract of land aforesaid, or some part, and what part or portion thereof, and by what instrument or instruments was the same conveyed to him, if any, and what consideration, if any, he paid for the same; and that the said Joseph and Jean may respectively discover and set forth whether they, or either of them, knew, heard, or believed, and if so, which of them, that the said Francois Tremblé purchased the said farm or tract of land, above described, from the said Francois Marsaque, in the lifetime of both, in manner aforesaid, or what other tract or parcel of land was so sold or purchased, and at what time, if any; and whether they, or either of them, knew, heard, or believed, that the said Francois Tremblé ever paid any consideration, and what sum, and when, to the said Francois Marsaque for the same, or to any other person on account thereof, and to whom, and whether possession was ever given to the said Francois Tremblé as aforesaid; when and how long did he continue in possession, and under what circumstances leave the possession and occupancy of said farm or tract of land; and also whether they, or either of them, knew, had not heard, or did not believe, that the said Francois Tremblé invariably claimed the said tract of land from the date of said agreement until the time of his death, as his property; and that they, your orators and oratrix, have claimed the same as the children and heirs at law of said Francois Tremblé, since his decease; and whether they, or either of them, did not know or did not believe that your orators and oratrix had, before the selling or purchasing of said tract of land, or any part thereof, or the payment of the consideration money therefor, or part thereof, or the granting or receiving a deed to said tract, or part thereof, presented their bill to this honorable court to compel a specific performance of the said agreement touching the premises, and that the same was still pending in this honorable court; and that the complainants may have the benefit of the said suit and proceeding against the said Joseph, as well as of the other defendants thereto; that the said Jean may be decreed to deliver up to your orators and oratrix the deed or deeds so granted by the said Joseph and Ann to the said Jean, to be cancelled and annulled; and that the said Jean and Joseph may be decreed to make and execute and deliver to your orators and oratrix (with such other person or persons as the court may think proper) a good and sufficient deed or deeds of the lands sold or conveyed

by the said Joseph, and Ann his wife, to the said Jean as aforesaid, re-conveying the same to your orators and oratrix; and that your orators and oratrix shall have such further and other relief in the premises as to your honors shall seem proper, or the justice of the case may require.

May it therefore please your honors to grant unto your orators and oratrix the writ of subpœna, to be directed to the said Joseph F. Marsaque and Jean B. Peltier, thereby commanding them, and each of them, at a certain day and under a certain pain therein to be inserted, personally to be and appear before your honors in this honorable court, then and there to answer the premises, and to stand to and abide such order and decree therein as to your honors shall seem agreeable to equity and good conscience; and your orators and oratrix shall ever pray, &c.

A. D. FRASER,
Sol'r for complainants.

(Filed August 29, 1826.)

SUPPLEMENTAL BILL IN CHANCERY.

Francois Tremblè, Benoit Tremblé, and Theresa Tremblé, minor children and heirs at law of Francois Tremblé, late of the county of Wayne, deceased, by Benoit Tremblé, the elder, of the county of Macomb, their next friend, complainants, *vs.* Joseph F. Marsaque and Jean B. Peltier, of Wayne county, defendants.

The clerk of the Supreme Court will please issue a subpœna in this case on the supplemental bill filed, directed to the sheriff of Wayne county, returning to the ensuing term of said court.

A. D. FRASER,
Sol'r for complainants.

August 28, 1826. (Filed August 29, 1826.)

TERRITORY OF MICHIGAN—SUPREME COURT, IN CHANCERY, ss.—*The United States of America to the Sheriff of the county of Wayne, greeting:*

We command you that you summon Joseph F. Marsaque and Jean B. Peltier, of the county of Wayne, to appear before the Judges of our Supreme Court on the third Monday of September next ensuing, at the council house in the city of Detroit, to answer a bill in chancery exhibited against them by Francois Tremblé, Benoit Tremblé, and Theresa Tremblé, minor children and heirs at law of Francois Tremblé, late of the county of Wayne, deceased, by Benoit Tremblé, the elder, of the county of Macomb, their next friend; and this they shall in no wise omit, under the penalty of one thousand dollars; and have then there this writ.

Witness the Honorable James Witherell, presiding Judge of our said court, at the city of Detroit, this twenty-ninth day of August, in the year of our Lord one thousand eight hundred and twenty-six.

[L. S.] J. KEARSLEY, *Clerk.*

(Returned 18th Sept., 1826.) (Served 12th Sept. 1826.)

TERRITORY OF MICHIGAN—SUPREME COURT, IN CHANCERY.—*The United States of America to the Sheriff of the county of Wayne, greeting:*

We command you that you summon Pierre Dequindre to appear before the Judges of our Supreme Court on the third Monday of September next,

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to answer a bill in chancery exhibited against him by Benoit Tremblé, Francois Tremblé, and Theresa Tremblé, children and heirs at law of Francois Tremblé, deceased, by Benoit Tremblé, their next friend; and this he shall in no wise omit, under the penalty of one thousand dollars; and have then there this writ.

Witness the Honorable James Witherell, presiding Judge of our said court, at the city of Detroit, this twenty-second day of July, in the year of our Lord one thousand eight hundred and twenty-six.

[L. S.] J. KEARSLEY, *Clerk.*

(Served 14th Sept., 1826.) (Returned and filed 18th Sept., 1826.)

TREMBLE *vs.* MARSAQUE AND ALIAS.—*In Chancery.*

In this case it is moved that the same be referred to the master commissioner in chancery, with an order to take down in writing all the testimony in the same, both for the complainants and defendants—notice of the time and place of taking the same, from time to time, being given by the attorney moving in the same to the opposite attorney, of at least 10 days prior to the taking of the same; and that the said commissioner report the next term, and the case be continued, and that the master have the process of this court to coerce the attendance of witnesses before him.

SUPREME COURT OF MICHIGAN, IN CHANCERY SITTING.

Francois Tremblé, Benoit Tremblé, and Theresa Tremblé, minor children and heirs at law of F. Tremblé, deceased, by Benoit Tremble, their next friend, complainants, *vs.* Joseph F. Marsaque and Jacques Marsaque et al., defendants.

To the Honorable the Judges of the Supreme Court, in chancery sitting:

The complainants in this case respectfully represent to your honors that one Joseph Tremblé, who resides in the county of Wayne, in this Territory, is a very important and material witness for the complainants in this case, and that he is the only witness now alive by whom they expect to prove certain important allegations contained in the complainant's bill of complaint; that the said Joseph is a very old man, (being now aged seventy-six years and upwards,) and he is very infirm and in bad health; and the complainants are apprehensive that he may die before this case can come to a hearing, which renders it indispensably necessary that his deposition should be taken in the premises. Your petitioners therefore humbly pray that the deposition of the said Joseph Tremblé be permitted and ordered to be taken upon the interrogatories herewith submitted to your honors, de bene esse.

A. D. FRASER,
Sol'r for complainants.

COUNTY OF WAYNE, SS.

Alex. D. Fraser being duly sworn, deposeth and saith that he has been informed, and he does verily believe that the allegations and matters contained in the above petition are just and true.

ALEX. D. FRASER.

Sworn to and subscribed this 25th September, 1826

THOMAS ROWLAND,
J. P. Wayne county.

(Filed in open court, 28th Sept., 1826.)

TERRITORY OF MICHIGAN—*Supreme Court, September term, in the year of our Lord one thousand eight hundred and twenty-six.*

IN CHANCERY.

Between Francois Tremblé, Benoit Tremblé, and Theresa Tremblé, complainants, and Joseph F. Marsaque, Jacques Marsaque, and others, defendants.

The several answer of Joseph F. Marsaque, one of the defendants, to the supplemental bill of Francois Tremblé, Benoit Tremblé, and Theresa Tremblé, suing by their next friend, (Benoit Tremble) against Joseph F. Marsaque, Jacques Marsaque, Jean B. Peltier, and another, defendants.

This defendant, now and at all times hereafter, saving and reserving to himself all and all manner of benefit and advantage of exception that may be had or taken to the manifold errors, uncertainties, and insufficiencies in the complainants' said supplemental bill contained, for answer unto the same, or unto so much thereof as this defendant is advised is material or necessary for him to make answer unto, he answereth and saith: That as to so much of said supplemental bill as sets forth that, on or about the second day of November, in the year of our Lord one thousand eight hundred and twenty-two, this defendant, and Ann, lately the wife of this defendant, who has since departed this life, sold, or pretended to sell, to Jean B. Peltier, of the county of Wayne, and Territory of Michigan, the one half of the certain tract or parcel of land in said original, amended, and supplemental bills mentioned and described, the same is true. And this defendant, further answering, says, that, after long negotiation between this defendant and Jean B. Peltier, touching the premises, this defendant did, for good and valuable consideration, viz: for and in consideration of the sum of about one hundred and fifty dollars, bona fide and truly paid to this defendant, and to this defendant's wife, since deceased, finally conclude and agree with said Jean B. Peltier to sell and convey to the said Jean the upper half part of said tract of land, with its appurtenances, as well of right he could do; and, accordingly, this defendant, and Ann, his said wife, but now deceased, did actually, on or about the said second day of November, one thousand eight hundred and twenty-two, sign, seal, deliver, and acknowledge a deed therefor, therein and thereby conveying the said half part of said tract in fee simple to the said Jean B. Peltier. But whether or not the said conveyance, deed, and transfer were or were not finally executed and perfected during the pendency of said original bill mentioned, this defendant refers himself, for greater certainty, to the files, records, and proceedings of this honorable court in the premises. But as to so much of said supplemental bill as charges that this defendant had full knowledge of all the matters and things set forth and most wrongfully charged against this defendant, touching the said pretended agreement in said original, amended, and supplemental bills, alluded to and set forth, the same, as therein stated, is not true; and, for further answer touching the premises in the matter alluded to, this defendant refers himself to the answer of this defendant, heretofore made and filed in this honorable court. And as to so much of said supplemental bill as charges that the said Jean B. Peltier had full knowledge of all the premises, and also of the pendency of said original bill, this defendant of his own knowledge knows nothing, except that this defendant does know that all the matter in said original, amended, and

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supplemental bills, could not have been known to the said Jean B. Peltier, insomuch as this defendant avers that the same matter, as therein stated, never, in fact, was true, except so far as the truth thereof is admitted by the answer of this defendant. But whether the said Jean had any notice or knowledge of such parts of said premises as this defendant has, in and by his said answer, admitted to be true, this defendant knows nothing.

And as to so much of said supplemental bill as sets forth and most wrongfully charges against this defendant that this defendant entered into, and actually sold and conveyed the said half part of said tract or parcel of land to said Jean B. Peltier for the purpose of defrauding the said complainants, as the same matter is most wrongfully set out and pretended in said supplemental bill, this defendant, further answering, saith that the same is not true.

And as to so much of said supplemental bill as interrogates this defendant, whether this defendant had not heard, or did not believe, that the said Francois Tremblé invariably claimed the said tract of land, from the date of said agreement until the time of his death, as his property, and that said complainants have claimed the same as the children and heirs at law of said Francois Tremblé, since his decease, this defendant, answering, saith, that he, for himself, did not know or believe, nor had he ever heard the same, and refers himself for greater certainty and explanation to the answer he has already made, sworn to, and filed in the premises.

And this defendant denies all and all manner of unlawful combination and confederacy wherewith he is charged: without that there is any other matter, cause, or thing in the complainants' said supplemental bill contained, material or effectual in the law for this defendant to make answer unto, and not herein, and in the answer to the said original and amended bill aforesaid, well and sufficiently answered, avoided, traversed, or denied, is true, to the knowledge and belief of this defendant. All which matters and things this defendant is ready and willing to aver, maintain, and prove, as this honorable court shall direct; and humbly prays to be hence dismissed, with his reasonable costs and charges in the law in this behalf most wrongfully sustained.

TERRITORY OF MICHIGAN, to wit:

I, the above named Joseph F. Marsaque, do solemnly swear that the above and foregoing answer, and the matters therein contained, so far as the same are stated therein to be within my own knowledge, are true; and so far as the same are stated upon information of others or belief, I believe them to be true. So help me God.

JOSEPH F. MARSAQUE.

Sworn to and subscribed before me, this 15th of January, 1827.

A. M. ROBERTSON,
Chief Jus. county court of the county of Wayne, and Territory of Michigan.

(Filed 13th Jan'y, 1827.)

Tremblés, by their next friend, Benoit Tremble, *vs.* Pierre Dequindre and Jean B. Peltier, &c.

The complainants, by Fraser, their solicitor, move that the several bills in this case filed against them, be taken pro confesso against the said Dequindre and Peltier for want of answer, plea, or demurrer.

FRANCOIS TREMBLE ET ALII
vs.
JOS. F. MARSAQUE ET AL. } *Chancery, Sup. Court, Dec'r term*, 1827.

Peter Dequindre and Jean B. Peltier, defendants to a supplemental bill filed in this case, pray the honorable court, sitting in chancery, that the time for filing their answer to said bill be extended, and that they have leave to file the same instanter.

By LEIB & STEVENS,
their Solicitors.

TERRITORY OF MICHIGAN.—*Supreme Court, December term, eighteen hundred and twenty-seven.*

FRANCOIS TREMBLE ET ALII,
vs.
JOS. F. MARSAQUE, JACQUES MARSAQUE, JEAN B. PELTIER, and PETER DEQUINDRE. } *In Chancery.*

The several answer of Peter Dequindre, one of the defendants to the supplemental bill of Francois Tremblé and others.

This defendant, now and at all times hereafter, saving and reserving to himself all manner of benefit and advantage of exception that may be had and taken to the manifold errors, informalities, and imperfections in the said complainants' bill of complaint contained, for answer to the same, or so much thereof as this defendant is advised is material or necessary for him to make answer unto, answering, saith: that at Detroit, in said county of Wayne, on the 8th day of June, in the year of our Lord eighteen hundred and nineteen, this defendant purchased of the said Joseph Francois Marsaque one-half, being the south half of said premises, as this defendant believes, described in the complainants' bill of complaint, for the consideration of two hundred and fifty dollars, which he actually then and there paid the said Joseph F., and received a deed of the said Joseph F., the same hereunto annexed, which he prays may be made a part of this defendant's answer. And this defendant, further answering, saith, that the said purchase and sale was made in good faith, for the said consideration aforesaid, and that he never knew of any previous sale of any name or nature whatsoever, for any consideration whatever, by Francois Marsaque, in his lifetime, to said Francois Tremblé, in his lifetime, or to any other person or persons whatever, and more particularly as to the sale, or agreement to sell, of said F. Marsaque to said F. Tremblé, set forth in the said bill of complaint, at the times of the purchase by this defendant of the said premises, and for a long time after, this defendant knew nothing; neither did he doubt, or have reason to doubt, but that the title of said land was in said Joseph F. Marsaque, and that he had, and he only had, the undisputed right to sell the same. And this defendant, further answering, saith, that, as to the said Tremblé's having occupied a part of said lands, or all of the premises described in said bill, he did know that they did so for a short time, but how long, and how much of the premises, and for what purpose, this defendant did never know. A long time had elapsed after they, or any of them, had occupied the premises before this defendant purchased the same

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of the said Francois F. And this defendant, further answering, saith, that he never knew, or heard of, or believed that any person whatever had any title, by sale or otherwise, to the said premises described in said bill of complaint, and purchased by this defendant at the time of said purchase, except the heirs of said Francois Marsaque; and had he had notice of any dispute in relation to said lands, he verily believes he should never have purchased the same.

And this defendant denies all manner of unlawful combination, &c. wherewith he stands charged, &c., and humbly prays said bill may be dismissed with his reasonable costs.

WAYNE COUNTY, ss.

The above named Peter Dequindre do solemnly swear that the above and foregoing answer is substantially true, so far as the same has come to his knowledge, and so far as they are stated from the knowledge of others he believes them to be true.

PIERRE DEQUINDRE.

Sworn and subscribed, this 4th day of December, 1827, before me,
JOHN L. LEIB,
Justice of the Peace.

(Filed December 4th, 1827.)

TERRITORY OF MICHIGAN, *Wayne County.—Supreme Court, December term, A. D. eighteen hundred and twenty-seven.*

FRANCOIS TREMBLE ET AL.
vs.
JOS. F. MARSAQUE, JACQUES MARSAQUE, JEAN B. PELTIER, and PETER DEQUINDRE.
In Chancery.

The several answer of Jean B. Peltier, one of the defendants, to the supplemental bill of Francois Tremblé and others.

This defendant, now and at all times hereafter, saving and reserving to himself all manner of benefit and advantage of exception that may be had and taken to the manifold errors, informalities, and imperfections in the said complainants' supplemental bill contained, for answer to the same, or so much thereof as this defendant is advised is material or necessary for him to make answer unto, he, answering, saith: That, at said county of Wayne, on or about the second day of November, in the year eighteen hundred and twenty-two, for the consideration of one hundred and sixty-five dollars, paid to Joseph Francois Marsaque, he purchased of the said Joseph F. one-half of the said tract of land set forth in the said bill, and received a good and legal deed, the deed hereunto annexed, of the same; that said purchase and sale was made in good faith for the consideration aforesaid; that he did not know of any disputed title to the said land, or of any sale, or agreement to sell, by Francois Marsaque, in his lifetime, to Francois Tremblé, in his lifetime, as set forth in the plaintiff's bill of complaint; and as to any sale or agreement to sell, as set forth in said bill, he knows nothing. This defendant does know that said land and premises was occupied for a time by the said Tremblé's, but how long, and under what agreement, this de-

fendant does not know, neither for what purpose; and as to any suit or bill in chancery pending at the time of said sale by the said Francois Tremblé and others against the said Joseph F. Marsaque and others, in relation to the said premises, this defendant knows nothing, nor did he learn any thing on that subject until served with a notice of the bill now pending. But at the time of said sale of the said land to this defendant, the said Joseph F. Marsaque showed, produced, and gave to this defendant the original patent of said land, with the assignment on the back of the same by Jacques Marsaque to the said Joseph F., which patent he prays may be received by the court as a part of this defendant's answer; and this defendant had no reason to doubt, nor did he doubt but the title was good to the said premises in the said Joseph F. Marsaque; and this defendant verily believes that, if he had known of any dispute in relation to said land, he should not have purchased the same. To so much of the said supplemental bill and the said original bill as relates to the facts set forth therein, this defendant answers the same as expressed in this his general answer, and again says that he never knew of, or did believe any previous sale, or contract to sell, as set forth in said bill, or in any other way, in relation to the said premises, did ever exist between the said Francois Tremblé and Francois Marsaque. And this defendant denies all manner of unlawful combination and confederacy wherewith he is charged, &c., and humbly prays said bill may be dismissed with his reasonable costs.

WAYNE, ss.

I, the above named Jean B. Peltier, do solemnly swear that the above and foregoing answer is substantially true, so far as the facts have come to my knowledge, and so far as they are stated from the knowledge of others I believe them to be true.

JOHN B. his × mark. PELTIER.

Sworn and subscribed, the 4th day of December, A. D. 1827, before me,
JOHN L. LEIB,
Justice of the Peace.

(Filed December 4, 1827.)

TERRITORY OF MICHIGAN, to wit:

The United States of America to Francis St. Aubian, Michel Rivard, Gazet Marsac, Robert Marsac, Joseph Tremblé, Henry Conner, James Abbott, Esq., Thomas Tremblé, Louis Beaufait, Jacques Thebeau, Pierre Griffin, Louis Grosebeck—greeting:

We command you and every of you, that, all other business and excuses whatsoever ceasing, you appear in your own proper persons before the master commissioner in chancery, at the council-house in the city of Detroit, upon Thursday, the 27th day of December inst., at ten o'clock in the morning, to testify the truth, and give evidence in a certain suit in chancery, in which Francois Tremblé and others, minors, by Benoit Tremblé, their next friend, are complainants, and Joseph F. Marsaque, Jacques Marsaque, Pierre Dequindre, and Jean B. Peltier, are defendants; and this none of you are to omit, under the penalty of whatsoever may befal thereon.

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Witness the Honorable James Witherell, presiding Judge of our Supreme Court of the Territory of Michigan, at the city of Detroit, on the fifth day of December, one thousand eight hundred and twenty-seven.

[L. S.] JOHN WINDER, *Clerk.*

TERRITORY OF MICHIGAN, to wit.

The United States of America to Louis Laforge, Ignace Lucy, Gazhet Tremblé, Fras. Labadie, Esq., and William Meldrum, Esq., Ignace Lucy, Jr., greeting:

We command you, and every of you, that, all other business and excuses whatsoever ceasing, you appear in your own proper persons, at the office of Alexander D. Fraser, in the city of Detroit, upon Thursday, the 23d day of January next, at 10 o'clock in the morning, to testify the truth, and give evidence in a case pending in said court, wherein Fras. Tremblé and others, minors, by Benoit Tremblé, their next friend, complainants, and Joseph F. Marsaque, Jacques Marsaque, Pierre Dequindre, and Jean B. Peltier, defendants; and this none of you are to omit, under the penalty of whatsoever may befal thereon.

Witness the Honorable James Witherell, presiding Judge of our Supreme Court of the Territory of Michigan, at the city of Detroit, on the fifth day of December, one thousand eight hundred and twenty-seven.

[L. S.] JOHN WINDER, *Clerk.*

Between Francois Tremblé, &c., minors, by Benoit Tremblé, their next friend, complainants, and Jacques Marsaque and others, defendant.

The replication of the said complainants to the answer of Jean B. Peltier, one of the defendants.

The repliants, saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto, say, that they will aver and prove their said bill to be true, certain, and sufficient in the law to be answered unto; and that the said answer of the said Jean is uncertain, untrue, and insufficient to be replied unto by these repliants. Without that, that any other matter or thing whatsoever, in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these repliants are and will be ready to aver and prove as this honorable court shall direct, and humbly pray as in and by their said bill they have already prayed.

ALEX. D. FRASER,
Sol'r for complainants.

(Filed December 6, 1827.)

Between Tremblés, minors, by their next friend, Benoit Tremblé, complainants, and Jacques Marsaque and others, defendants.

The replication of the complainants to the answer of Pierre Dequindre, defendant.

The repliants, saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto, say, that they will aver and prove their said bill to

be true, certain, and sufficient in the law to be answered unto; and that the said answer of the said Pierre is uncertain, untrue, and insufficient to be replied unto by these repliants. Without that, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these repliants are and will be ready to aver and prove, as the honorable court shall direct; and humbly prays as in and by their said bill they have already prayed.

A. D. FRASER,
Sol'r for complainats.

(Filed December 6, 1827.)

TERRITORY OF MICHIGAN, to wit.—*In chancery.*

The United States of America to Ignace Morass, Francois St. Aubian, John Bt. Beaubien, Louis Chapoton, John B. Cushway, George Thomas, and Francois Labadie, Michael Rivard, greeting:

We command you, and every of you, that, all other business and excuses whatsoever ceasing, you appear in your own proper persons before R. Abbott, Esq., at his office in Detroit, in the county of Wayne, in said Territory, on the tenth day of May instant, to testify the truth, and give evidence in a case between Tremblé and others *vs.* Marsaque and others; and this none of you are to omit, under the penalty of whatsoever may befal thereon.

Witness Sol. Sibley, one of the Judges of our Supreme Court of the Territory of Michigan, at the city of Detroit, on the 2d day of May, one thousand eight hundred and twenty-eight.

[L. S.] JOHN WINDER, *Clerk.*

JAMES MADISON, *President of the United States of America, to all to whom these presents shall come, greeting:*

Know ye, that Francois Marsac having lodged in the Treasury a certificate of the Register of the land office at Detroit, whereby it appears that the said Francois Marsac is confirmed, by virtue of an act of Congress, entitled "An act regulating the grants of land in the Territory of Michigan," in his claim to a certain tract of land, containing two hundred and one and forty-nine hundredths acres, situate on the border of Tremblé's creek, bounded and described as follows, to wit: beginning at a post standing on the border of Tremblé's creek, between this tract and a tract confirmed to the claimant; thence north sixty-one degrees east, one hundred seventeen chains seventeen links, to a post; thence south twenty-nine degrees east, eighteen chains, to a post standing on the north line of a tract confirmed to Joseph Louis Tremblé; thence south sixty-one degrees west, one hundred and eight chains, to a post standing on the north border of Tremblé's creek; thence along the border of said creek, north fifty-six degrees west, twenty chains twenty links, to the place of beginning, there is granted by the United States unto the said Francois Marsac the tract or parcel of land above described: to have and to hold the said tract or parcel of land, with the appurtenances, unto the said Francois Marsac, his heirs and assigns for ever.

In testimony whereof, I have caused these letters to be made patent, and the seal of the United States to be hereunto affixed. Given under my hand at the city of Washington, the first day of June, in the year of our Lord

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one thousand eight hundred and eleven, and of the independence of the United States of America the thirty-fifth.

By the President: JAMES MADISON.

JAMES MONROE, *Secretary of State.*

Recorded vol. 1. folio 233.

RICH'D FORREST.

REGISTER'S OFFICE, *Wayne county.*—Received for record, this 8th June, 1819.

GEO. McDOUGALL.

Know all men by these presents, that I, Jacques Marsaque, one of the legal heirs of the late Francois Marsaque, of Detroit, and Territory of Michigan, for and in consideration of the sum of one hundred dollars, lawful money of the United States of America, to me in hand well and truly paid, before the sealing and delivery hereof, by Joseph Francois Marsaque, my brother, and legal heir of Francois Marsac, of Detroit, and Territory aforesaid, the receipt whereof I do hereby acknowledge, and myself fully satisfied and contented of every part and parcel thereof, do exonerate, acquit, and discharge him, the said Joseph Francois Marsaque, his heirs, executors, and administrators for ever, by these presents, do freely, fully, and absolutely give, bargain, grant, sell, transfer, and confirm unto him, the said Joseph Francois Marsaque, his heirs and assigns for ever, all my right, title, claim, and interest to the within described tract of land, containing two hundred and one acres and forty-nine hundredths of an acre.

In testimony whereof, I have hereto set my hand and seal, this third day of June, one thousand eight hundred and nineteen.

JACQUES his × mark MARSAC.

Signed, sealed, and delivered in presence of

FRS. AUDRIAN.

TERRITORY OF MICHIGAN, *District of Detroit,* to wit.

Personally appeared before me, the undersigned justice of the peace for the Territory and district aforesaid, the above named Jacques Marsac, who acknowledged the signing and sealing of the foregoing instrument of writing for the special purposes therein contained.

In testimony whereof, I have hereunto set my hand, the day and year before mentioned.

PETER AUDRIAN.

This indenture, made at the city of Detroit, in the Territory of Michigan, the second day of November, in the year of our Lord one thousand eight hundred and twenty-two, between Joseph Francois Marsac, and Ann Marsac his wife, of the county of Wayne, in said Territory, of the first part, and Jean Baptiste Peltier, also of the said county and Territory, of the second part, witnesseth, that the said parties of the first part, for and in consideration of the sum of one hundred and fifty-five dollars, lawful money of the United States, to them well and truly paid by the party of the second part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged and confessed, have granted, bargained, sold, remised, released, aliened, and confirmed, and by these presents do

grant, bargain, sell, remise, release, alien, and confirm unto the said party of the second part, and to his heirs and assigns for ever, all that certain tract and parcel of land, lying, being, and situated as follows, viz: containing one hundred acres and seventy-four and a half hundredths of an acre, situate on the border of Tremblé's creek, bounded on the southeast by a tract of land belonging to Pierre Dequindre, and on the northwest side by a tract of land belonging to Barnabe Campeau, and fronting on the north border of Tremblé's creek, and running north and east for quantity; it being the one-half or moiety of a certain tract confirmed by letters patent from the United States to Francois Marsac, deceased, dated at the city of Washington, the first day of June, A. D. one thousand eight hundred and eleven. To have and to hold the said granted and bargained premises, with all the privileges and appurtenances thereunto belonging, or in any wise appertaining, to him, the said party of the second part, his heirs and assigns for ever, to his and their use and behoof for ever. And the said parties of the first part, for themselves, their heirs, executors, and administrators, do covenant with the said party of the second part, his heirs and assigns, that they, the said parties of the first part, are lawfully seized in fee of the premises; that they are free from all incumbrances; that they have a good right to sell and convey the same unto the said party of the second part as aforesaid; and that they will warrant and defend the same to the said party of the second part, his heirs and assigns for ever, against the lawful claims and demands of all persons whomsoever.

In witness whereof, we, Joseph Francois Marsac, and Ann Marsac, wife of the aforesaid Joseph Francois Marsac, parties of the first part to these presents, have hereunto set our hands and affixed our seals at the city of Detroit, in the Territory aforesaid, the day and year herein written.

JOSEPH F. MARSAC, [L. S.]

her
ANN × MARSAC, [L. S.]
mark.

Signed, sealed, and delivered in the presence of the undersigned witnesses,

JAMES ABBOTT,
JNO. R. WILLIAMS.

TERRITORY OF MICHIGAN, *county of Wayne*, ss.

Be it remembered, that, on this second day of November, A. D. one thousand eight hundred and twenty-two, personally appeared before me, the undersigned, a justice of the peace for the county and Territory aforesaid, the within named grantors, Joseph Francois Marsac, and Ann Marsac, wife of the said Joseph Francois Marsac, personally known to me, who did declare and acknowledge that they had freely, willingly signed, sealed, and delivered the foregoing deed to the grantor therein named, to wit, Jean Baptiste Peltier, for the purposes therein set forth, and that they wish not to retract it, but consent that the same may be recorded; and, further, that I have examined the said Ann Marsac separate and apart from her said husband, who did declare that she had freely and willingly signed and sealed the foregoing deed to Jean Bt. Peltier, without any compulsion or threats from her said husband, and that she is therefore willing that the same may be recorded.

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And the said Joseph Francois Marsac also hereby acknowledges, at the same time, that he hath received the full amount of the consideration money therein mentioned, and that he is fully satisfied with the payment of the same; and that he hereby discharges and acquits the said Jean Baptiste Peltier, and his heirs and assigns, of every part thereof.

JAMES ABBOTT,
Justice of the Peace.

(Received for record 6th November, 1822.)

Know all men by these presents, that Joseph Francois Marsac, of the county of Wayne, and Territory of Michigan, for and in consideration of the sum of two hundred and fifty dollars, lawful money of the United States of America, paid me by Peter Dequindre, of the said county of Wayne, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell, and convey unto the said Peter Dequindre, his heirs and assigns for ever, a certain tract of land, containing one hundred acres and twenty-four hundredths of an acre, situate on the border of Tremblé's creek, in the county of Wayne aforesaid, bounded and described as follows, to wit: beginning at a post standing on the north line of a tract confirmed to Joseph Louis Tremblé; thence south sixty-one degrees west, one hundred and eight chains, to a post standing on the north border of the Tremblé's creek aforesaid; thence along the border of said creek, north fifty-six degrees west, ten chains twenty links; thence north sixty-one degrees east, one hundred and twelve chains seventy-eight links; thence south twenty-nine degrees east, nine chains seven links, to the place of beginning; being the southern half of a certain tract of land, containing two hundred and one acres and forty-nine hundredths, for which the President of the United States granted his patent to Francois Marsac, in his lifetime, dated at the city of Washington, the first day of June, in the year of our Lord one thousand eight hundred and eleven, numbered 394. I, the said Joseph Francois Marsac, and Jacques Marsac my brother, being the sole heirs of our father, the said Francois Marsac, deceased, the right of my said brother, Jacques Marsac, in and to the premises aforesaid, having been purchased by me of him, the said Jacques Marsac, as per deed dated the third day of June, present, endorsed on the original patent beforementioned, for the consideration thereinmentioned. To have and to hold the said granted and bargained premises here above described, with the privileges and appurtenances thereof, to him, the said Peter Dequindre, his heirs and assigns for ever, to his and their use and behoof for ever. And I, the said Joseph Francois Marsac, for myself, my heirs, executors, and administrators, do covenant with the said Peter Dequindre, his heirs and assigns, that I am lawfully seized in fee of all incumbrances; that I have good right to sell and convey the same to the said Peter Dequindre, to hold as aforesaid; and that I will warrant and defend the same to the said Peter Dequindre, his heirs and assigns for ever, against the lawful claims and demands of all persons.

In witness whereof, I have hereunto set my hand and seal, at Detroit, this eighth day of June, in the year of our Lord one thousand eight hundred and nineteen.

JOSEPH FRANCOIS MARSAC. [L. S.]

Signed, sealed, and delivered in presence of us,
WARREN RIVARD,
JAS. DUANE DOTY.

Received, at Detroit, June 8, 1829, of Mr. Peter Dequindre, two hundred and fifty dollars, being the consideration money mentioned in the foregoing deed, in full of the same.

JOS. FRANCOIS MARSAC.

In presence of
GEO. McDOUGALL,
JAS. DUANE DOTY.

TERRITORY OF MICHIGAN, *county of Wayne.*

Personally appeared before me, the undersigned, one of justices of the peace in and for the county of Wayne aforesaid, Joseph Francois Marsac, the within grantor, and acknowledged that he had executed the within deed of his free will and accord, for the purposes therein contained.

In testimony whereof, I have hereto set my hand, at Detroit, this eighth day of June, A. D. one thousand eight hundred and nineteen.

GEO. McDOUGALL,
Jus. of the Peace C. W. T.

(Recorded June 8, 1819.)

TREMBLE ET AL. *vs.* MARSAC ET AL.

In this case the defendants move the court that the case be set down for a hearing upon the bill, answers, and the testimony taken in vacation, agreeable to the order of court.

By STEVENS, LARNED, & TORREY.

May term Sup. Court, sitting in chancery, 1828.

I, Cyprian Stevens, attorney and solicitor for two of the defendants in the case of Tremblé et al. *vs.* J. Marsaque et al., pending in chancery, do testify and say that they have not got through the taking of the testimony on the part of the defendants; that the defendants, I verily believe, has two very important witnesses in support of their claim, which they have not yet had time to take and examine previous to this session of this honorable court; that the testimony is in the nature of rebutting testimony, and material to the case at issue; and that I believe we shall be able to take the testimony previous to the next term of this court.

C. STEVENS.

May term Supreme Court, 1828.

Sworn to before me, the 1st September, 1828.

J. B. WHIPPLE, *Dep. Clerk.*

TREMBLE ET AL.
vs.
MARSAC ET AL. } *May term Supreme Court*, 1828.

In this case the defendants move the honorable court for further time to take the testimony on the part of the defendants.

By STEVENS, LARNED, & TORREY.

(Filed Sept. 1, 1828.)

TREMBLE ET AL. *vs.* MARSAC ET AL.

In this case the defendants except to all the testimony taken by the complainants after the commencement of the last May term, to wit, the deposi-

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tions of George Thomas, Joseph Tremblé, Louis Lefevre, Francis St. Olin, Wm. Meldrum, and Francis Labadie, taken on the 10th and 12th of May last, the same being taken contrary to the express order of the honorable court and the stipulations of the parties; and pray the same may be rejected by the honorable court.

By STEVENS, LARNED, & TORREY.

(Filed 2d Sept. 1828.)

JOSEPH F. MARSAC ET AL.
ads.
BENOIT TREMBLE ET AL.
} *Supreme Court, in chancery.*

The defendant in this case, by his counsel, moves the court, upon affidavit, that an order be granted thereon, that he may be permitted to take further testimony by a short day to be appointed by this honorable court; and that the argument in the same be opened, and that it be set down for further hearing.

LARNED & COLE,
Sol'rs for defendants.

(Dated Dec. 23, 1828.)

WAYNE COUNTY, ss.

JOSEPH F. MARSAC
vs.
BENOIT TREMBLE.
} *In Chancery.*

Joseph F. Marsac, the above named defendant, being duly sworn, says, that he has recently been informed that the above entitled cause was argued and submitted to this honorable court, at a term thereof held in the month of August last past; that no one appeared in behalf of this defendant; and that said argument was entirely ex parte. Defendant further says, that the Hon. William Woodbridge was the counsel of this deponent, who drew this deponent's answer, and who was intimately acquainted with the case, and by whom, when so employed, he was informed that he had a good and substantial defence in the merits, which this deponent verily believed and still believes. Deponent further says, that when his said counsel withdrew from the suit, by his appointment to the bench of this honorable court, and for a long time before deponent employed Col. Charles Larned to attend to his case, who appeared for this deponent in said case when an examination of witnesses for complainant was had before Robert Abbott, Esq., and who protested in behalf of this deponent against the taking of their testimony, on the ground that said Abbott was not at the time a master in chancery, nor qualified in any manner to examine said witnesses; nevertheless, said testimony was taken, and, as deponent is informed, read and admitted, there being no one on behalf of deponent to except thereto. Deponent further says, that his said counsel, at the term of the court held in August, was unable, by sickness in his family, to attend said term, as this deponent is now informed; but, at the time said court was held, this deponent was entirely ignorant of said fact. Deponent further says, that great injustice will be done this defendant, in his opinion, should he be shut out from making a defence to the complainant's bill; that he is ready and willing to take testimony at some short day to be allowed by this court, and submit his proof and defence whenever, by the rule or practice of the court, it may be re-

quired. Deponent further says, that this affidavit is not made for the purposes of delay, but only to the end that deponent may, by the equitable interposition of the court, be permitted to make full defence, and not be for ever concluded therefrom.

JOSEPH F. MARSAC.

Sworn and subscribed before me, the 4th day of Dec., 1828.

JAMES ABBOTT,
Justice of the Peace.

TERRITORY OF MICHIGAN.—*Supreme Court, May term, in the year of our Lord one thousand eight hundred and twenty-nine.*

IN EQUITY.

Between Francois Tremblé, the younger, Benoit Tremblé, and Theresa Tremblé, infant children and heirs at law of Francois Tremblé, the elder, deceased, by Benoit Tremblé, their next friend, complainants, and Joseph F. Marsaque, Jacques Marsac, children and heirs at law of Francois Marsaque, deceased, and Pierre Dequindre, and Jean B. Peltier, defendants.

At a session of said Supreme Court, continued and held, pursuant to adjournment, at the court-house in the city of Detroit, on the thirteenth day of May, and year aforesaid, were present Solomon Sibley and Henry Chipman, Judges.

This cause having been heard and argued at the last May term of this court, and continued under advisement, and for the purpose of making up and pronouncing a decree in the premises, the court now pronounce their decree as follows—the same to be deemed a decree pronounced this present term. This case coming on at the May term of this court, in the year one thousand eight hundred and twenty-eight, and was heard, argued, and debated before the honorable the Judges aforesaid, counsel on both sides appearing and arguing in the premises. Whereupon, and upon reading the pleadings, proofs, and also the exhibits in this cause, it satisfactorily appeared, and so is found by the court here, that the late Francois Marsac did actually, and in good faith, enter into an agreement to and with the late Francois Tremblé, at the time and in the manner set forth in the complainants' said bill of complaint, to sell and convey to the said Tremblé, now deceased, for the consideration of fifty-five pounds, New York currency, (equal to one hundred and thirty-seven dollars and fifty cents,) the tract of land set out and described in said bill of complaint, to wit: all that tract of land, being six arpents in width by forty arpents in depth, lying and being situate on the border of Tremblé's creek, then so called, in the county of Wayne, and bounded in front by said creek, in rear by unlocated lands, on the upper side (according to the course of said creek) by other land, some time belonging to the said Francois Marsac, and below by the lands of Michael Tremblé, alias Joseph Louis Tremblé; and also, it satisfactorily appearing, and so also is found by the court, that the said late Francois Marsac had received full payment and satisfaction from the said Francois Tremblé, in his lifetime, for the purchase price of said tract of land; and that the said Marsac had given possession of said tract of land to the said Tremblé; and that he, the said Tremblé, made improvements thereon, and possession of the premises, until he was compelled to abandon the same sometime during the late war, owing to the depredations committed by the savages; by

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reason whereof, the said Francois Tremblé, in his lifetime, was and became seized and vested, in his own right, of the entire equitable title and inheritable estate therein, but that the said Francois Marsac having departed this life without having received a patent for said tract of land, and the legal title and estate of said tract of land was never actually conveyed to the said Francois Tremblé in his lifetime, but descended to the said Jacques and Joseph, the heirs at law of the said Marsac, deceased; and it nowise appearing to the court that the said Francois Marsac, or the said Francois Tremblé, at any time, revoked, waived, relinquished, or abandoned the said contract for the sale of said tract of land, or that it was ever agreed upon between them to do so, or that the said Francois Marsac ever repaid to the said Tremblé the consideration money for said tract of land, but that the said agreement was considered and held by both of them to be binding and obligatory on them until their death, and intended by them to be carried into effect; and it further satisfactorily appearing to the court, that, on the first day of June, in the year one thousand eight hundred and eleven, a patent was issued by the President of the United States to the said Francois Marsac, by which the said Marsac was confirmed in his claim to the said tract of land, which patent subsequently, and after the death of said Marsac, deceased, into the possession of his sons, the said Joseph F. and Jacques; and that the said Jacques, as one of the sons of his said father, conveyed and assigned all his right, title, and interest in said tract of land to his brother, the said Joseph F., the only other heir at law of the said Marsac, deceased, on or about the third day of June, in the year one thousand eight hundred and nineteen; and it further appearing, and so is found by the court, that the said Jacques and Joseph F. had then, and long prior to that time, full knowledge and notice of the prior sale made as aforesaid of said tract of land, by the said Marsac, deceased, to the said Tremblé, deceased, and of the possession of the said Tremblé thereof, and his having paid the full consideration money therefor; and that the said Joseph F. Marsac conveyed and assigned the southern half of said tract of land, containing one hundred acres and seventy-four hundredths, to the said Pierre Dequindre, one of the defendants, by a deed of conveyance, bearing date the eighth day of June, in the year one thousand eight hundred and nineteen; and that the said Joseph F. conveyed and assigned, during the pendency of this suit, the northern half, containing one hundred and two acres, to the said John Bt. Peltier, by deed bearing date the second day of November, eighteen hundred and twenty-two; both of which deeds are more particularly set out and described in the separate answer of the said Pierre and the said Jean Bt. in this case; and it also satisfactorily appearing, and so is found by the court, that as well the said Pierre as the said Jean Bt. respectively, had full and ample notice long before, and at the time, they respectively purchased and took their said several deeds from the said Joseph F., of the prior sale made of the said tract of land, by the said Marsac, deceased, to the said Tremblé, deceased, and of the payment of the consideration therefor, and of the possession of the said Tremblé thereof in his lifetime, and that the said Jean Bt. Peltier made his said purchase, and took his said deed, for a part of said premises, during the pendency of this suit;

It is therefore ordered, adjudged, and decreed, and this court doth accordingly order, adjudge, and decree, that the said Joseph F. Marsac forth-

with deliver up to the complainant the said deed of conveyance from the said Jacques Marsac to him the said Joseph F., to be cancelled; and that the said defendants, the said Pierre Dequindre and Jean B. Peltier, respectively, forthwith deliver up to the complainants the deeds of conveyance in their several answers mentioned, to wit, the deed granted by the said Joseph F. to the said Pierre as aforesaid, and the deed granted by the said Joseph F. to the said Jean Bt , to be cancelled; and that the said Joseph F. Marsac and the said Jacques Marsac, the heirs at law of the said Marsac, deceased, as aforesaid, do make, execute, acknowledge, and deliver to the said Francois, Benoit, and Theresa, the complainants, as heirs at law of the said Francois Tremblé, deceased, a proper and legal deed, wherein and whereby they respectively shall convey to the complainants, as heirs at law aforesaid, their heirs and assigns for ever, as tenants in common, the said tract in said bill mentioned and described; and that such deed be so executed, acknowledged, and delivered within three months from this day; and that the same convey all the estate, right, title, and interest which the said Francois Marsac, deceased, had and was seized of therein on the said fifteenth day of August, in the year one thousand eight hundred and fourteen, (being the day on which the said Marsac died,) and no other, so that the said complainants stand in the plight, relation, and condition, and no other, as if the said conveyance had been made and perfected by the said Francois Marsac in his lifetime, to the said Francois Tremble, deceased, in his lifetime, according to all the forms of law, immediately after the examination of said patent; and that, upon failure of the said Jacques and Joseph F. to execute such a conveyance within the time aforesaid, then this decree shall of itself operate as a conveyance, unless and until the said complainants shall thereafter elect to take such further and other measures as may coerce the execution thereof; and it is further ordered and decreed that the said defendant, the said Pierre Dequindre and Jean Bt. Peltier respectively, by competent deeds and conveyances for that purpose to be duly made, executed, acknowledged, and delivered, within three months from this date, release and confirm all their respective rights, titles, and interest, of, in, and to the premises in their respective deeds specified, and thereby conveyed by the said Joseph F. to the complainants, as heirs at law as aforesaid of the said Tremblé, deceased, in fee and as tenants in common, and that upon failure on the part of the said Pierre and Jean Bt., or either of them, to execute such conveyance or conveyances within the time aforesaid, then this decree shall operate of itself as a conveyance, with regard to the persons or person so failing to make and execute such conveyance, unless and until the complainants shall thereafter elect to take such further and other measures as may coerce the execution thereof. And it is further ordered and decreed, and the court do accordingly order and decree, that the said Pierre and Jean Bt. respectively, forthwith deliver up to the complainants all title deeds that they may have in their custody and possession, relating in any manner to the premises; and that they also yield and deliver up to the complainants forthwith the possession of all and singular the said premises, with appurtenances thereunto belonging, so far as the said Pierre and Jean Bt. may be respectively in possession thereof. And it is further ordered, adjudged, and decreed, that the said Pierre, Jean Bt., Jaeques, and Joseph F., the defendants, pay to the complainants

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the costs of their suit, and that the complainants have execution for the same, according to law and the course of this court.

The foregoing engrossed copy of the original decree of this court in this cause, heretofore pending in this court, having been read in open court, and examined in terms of the statute in such cases made and provided, was ordered by the court to be signed, in order that the same might be annexed to the bill and pleadings in the cause, which was accordingly done.

SOL. SIBLEY,
HENRY CHIPMAN.

Filed May 30, 1829.

JOHN WINDER, *Clerk.*

Know all men by these presents, that we, Joseph F. Marsac, Jacques Marsac, children and heirs at law of Francois Marsac, deceased, and Pierre Dequindre and Jean Bt. Peltier, as principals, and Gayetten Marsac and Charles Larned as securities, are held and firmly bound unto Francois Tremblé, the younger, Benoit Tremblé, and Theresa Tremblé, infant children and heirs at law of Francois Tremblé, the elder, deceased, who have sued by their next friend, Benoit Tremblé, in the penal sum of six hundred dollars, lawful money of the United States of America; for the just and full payment of which sum of money to the said Francois Tremblé, the younger, Benoit Tremblé, and Theresa Tremblé, infant children and heirs at law of Francois Tremblé, the elder, deceased, who have sued by Benoit Tremblé, their next friend, their heirs, executors, administrators, and assigns, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Signed by us, sealed with our seals, and dated at the city of Detroit, this twenty-first day of September, in the year of Lord one thousand eight hundred and twenty-nine.

The condition of the above obligation is such, that, whereas the Supreme Court of the Territory of Michigan, sitting as a court of chancery, have pronounced a decree against the said Joseph F. Marsac, Jacques Marsac, children and heirs at law of Francois Marsac, deceased, and Pierre Dequindre and Jean Bt. Peltier, in favor of the said Francois Tremblé, Benoit Tremblé, Theresa Tremblé, infant children and heirs at law of Francois Tremblé, the elder, deceased, who have sued by Benoit Tremblé, their next friend, upon the thirteenth day of May, in the year of our Lord one thousand eight hundred and twenty-nine, at a regular session of the said Supreme Court, sitting as a court of chancery; and whereas the said court, on the twenty-ninth day of June, A. D. eighteen hundred and twenty-nine, granted to the said defendants an appeal to the Supreme Court of the United States, upon the condition hereinafter mentioned and set forth; now, therefore, if the said Joseph F. Marsac, Jacques Marsac, children and heirs at law of Francois Marsac, deceased, and Pierre Dequindre and Jean Bt. Peltier, and Gayetten Marsac, and Charles Larned, shall pay all the costs incurred in the said Supreme Court of the Territory of Michigan, sitting as a court of chancery, as well as all the costs which may accrue in the Supreme Court of the United States, and also all damages which the said complainants may sustain by reason of said appeal, if the said defendants, or any of them, fail to make good their plea, and prosecute their said appeal

to effect, then this obligation to be null and void, otherwise to be and remain in full force and virtue.

JOSEPH F. MARSAC, [L. S.]
JACQUES MARSAC, [L. S.]
PIERRE DEQUINDRE, [L. S.]
JEAN BT. PELTIER, [L. S.]
GAYETTEN MARSAC, [L. S.]
CHAS. LARNED. [L. S.]

Signed, sealed, and delivered in the presence of
JOHN WINDER,
D. B. COLE,
JOSEPH JACKSON.

TERRITORY OF MICHIGAN—*Supreme Court, in chancery.*

I hereby certify that the above and foregoing is a true and perfect exemplification of the record and files, in the case of Tremblé et al. against Marsac and al. in said court.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at the city of Detroit, this fifth day of January, in the year of our Lord one thousand eight hundred and thirty.

[L. S.] JNO. WINDER, *Clerk.*

TERRITORY OF MICHIGAN—*Supreme Court, in chancery.—December term* 1827—*December* 14, 1827.

TREMBLE and others
vs.
MARSAC and others. } *In chancery.*

Upon motion of the defendants, by their solicitors, it is ordered that the case be referred to the master commissioner in chancery, and that he take down the testimony in the case, both for the complainants and defendants, notice of the time and place of taking the same, from time to time, to be given by the attorney moving in the same to the opposite attorney, at least ten days prior to the taking of the same; and that the said master commissioner report at the next term; and that he have the process of this court to coerce the attendance of witnesses before him. Case continued.

I certify the above to be a true copy of the rule in the above case, taken from the journal record of said court.

Given under my hand and the seal of said Supreme Court in chancery, at the city of Detroit, this 17th day of December, A. D. 1827.

[L. S.] JOHN WINDER, *Clerk.*

Francois Tremblé and others, minors, by their next friend, Benoit Tremblé, complainants, *against* Jacques and Joseph Marsac, Pierre Dequindre, and Jean Bt. Peltier, defendants,

To William Woodbridge, Esq., and Cyprian Stevens, Esq., solicitors and counsel for the defendants in this cause.

You will please take notice that, on Thursday, the 27th day of December instant, I will proceed, before the master commissioner in chancery, at the council-house in the city of Detroit, at 10 o'clock forenoon of

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that day, and on the two following days, at same hour, to take the testimony for and on behalf of the complainants in the above entitled cause, now pending on the chancery side of the Supreme Court of this Territory, in pursuance of the rule of reference to the master to that effect made; at which time and place are requested to attend.

Respectfully, yours,

ALEX. D. FRASER,
Sol'r for complainants.

DETROIT, 15*th December*, 1827.

On which notice there appears the following endorsement: "Delivered an exact copy of the within to each of the counsel of the defendants, Messrs. Woodbridge and Stevens, on the 15th December, 1827.

FRASER."

1809, Aoust 15. Francois Tremblé doit a Francois Marsac, pour une terre de 6 arpent de large sa carante profondeur pour le prie d 55 pont, 50 pont payee dans 1809, a aller dans 1810, a la fin de marc les 5 pont, pour le derniere payment 1810, Octobre le 5.

Avoir.

1 cheval & 2 vache pour		£33	
Pour 1 l'ordre Chez Abbette	60	3	
An ar grét	40	2	
4 minos bleé, a	8	1	12
1 veche, a	20	1	
50 lbs. farine, a	12		12
1 terriere, a	8		8
1 vrille, a	2		2
1 rappe; a	2		2
Pour 4 pont en foire	80		4
		£45	16

[redacted] a F. Marsac, £4 4

Vous me ferer plaisir mon frere de se re[redacted]e payement la soome vous mavez promis de le donneé a Msr. De Jonsse, &c. Je vous fait mais compliment and vous soit un bon s enter a tout le deux & vous petis homme, vous ferer nos compliment a tout sense que senfomeron de nous.

Je suis votre tres humble serviteur,

FRANCOIS MARSAC.

DAN SAC ST. CLAIRE,
A la point ar Cotoniez, Avril 9, 1810.

Upon which exhibit there appears the following endorsement, to wit:

"EXHIBIT A.—*Detroit*, 28*th December*, 1827.

"This exhibit was shewn to Francis Labadie, Esq. on his examination before me, and is the same referred to in his deposition taken by me in the cause of Tremblés *vs.* Marsacs and others, by order of the court.

"ROBERT ABBOTT,
"*Master in chancery.*"

The following is another endorsement made on said exhibit:

"On this 27th day of December, 1827, this exhibit A was shewn to Louis Beaufait, a witness sworn on behalf of complainants in the cause in chancery between Tremblés *vs.* Marsacs and others, when examined before the master commissioner in chancery.

"ROBERT ABBOTT,
"*Master commissioner in chancery.*"

Depositions of witnesses produced and sworn, and examined on oath, on the twenty-seventh day of December, in the year of our Lord one thousand eight hundred and twenty-seven, at the council-house in the city of Detroit, Territory of Michigan, by me, Robert Abbott, master commissioner in chancery, by virtue of an order made by the Supreme Court of said Territory, sitting as a court of chancery, at the present December term of said court, a copy of which order is hereunto annexed, for the examination of witnesses, both of complainants and defendants, in a cause in said court depending between Francois Tremblé, Benoit Tremblé, and Therese Tremblé, infant children and heirs at law of Francois Tremblé, lately of the county of Wayne, deceased, by Benoit Tremblé, the elder, their next friend, complainants, and Jacques Marsac, Joseph F. Marsac, Pierre Dequindre, and Jean B. Peltier, defendants, which depositions are taken down by me, the said master commissioner.

Francis St. Aubin, of Hamtramck township, in the county of Wayne, aged fifty-two years or thereabouts, sworn and examined on the part and behalf of the complainants, deposeth and saith, that he is acquainted with Francois Tremblé, Benoit Tremblé, and Therese Tremblé, the complainants; that he knows the said Francois Tremblé, Benoit Tremblé, and Therese Tremblé to be heirs at law of Francois Tremblé, who he likewise knew since he was an infant; that he knew the defendants; he knows the said Jacques Marsac and Joseph F. Marsac to be the only legal heirs of Francois Marsac, whom he has known ever since he came to the years of understanding; was always on intimate terms with Francois Marsac and Francois Tremblé, dece[illegible] that, soon after the late war, Francois Marsac died: he believes Fran[illegible]remblé died before Francois Marsac. This deponent went to Fran[illegible]arsac's, for the purpose of purchasing a lot of land, about seventeen ye[illegible]nd upwards since; when on the land set forth in complainant's bill, and then in company with Francois Marsac, deceased, the said Francois Marsac informed him that he had sold the said farm of six arpents front, and forty arpents or acres in rear; that the said farm was bounded in front by Tremblé's creek, in rear by United States land, above by Francois Marsac's, deceased, and below by one of the Tremblé's; the said Francois Marsac then informed him that he had sold the farm as aforesaid to Francois Tremblé, deceased, as aforesaid, for fifty pounds, New York currency, and had received in payment a horse, which he was then riding, and two cows; and he understood from the said Francois Marsac, deceased, that there was little, if any, of the purchase money due; that, during the above conversation with the said Francois Marsac, he then told the deponent that, as soon as he should receive his patent, he would give the said Francois Tremblé a deed for the land as aforesaid, and the said Francois Tremblé was then in possession of the premises purchased: from the improvements made upon the farm as aforesaid, the said Francois Trem-

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blé must have been in possession from one to two years. This deponent believes that Francois Tremblé died four years after the above conversation between him and Francois Marsac, who was in possession of the farm until he sold it to Francois Tremblé, and claimed it as his. This deponent says it was known by one-half, if not by the whole of the inhabitants above, that the land as aforesaid was sold to the said Francois Tremblé. This deponent says that Jacques Marsac and Joseph F. Marsac were then eight or nine years old, and doing business for their late father. This deponent does not know whether the sale of the farm as aforesaid was known by Pierre Dequindre or Jean B. Peltier.

Cross question by Joseph F. Marsac. Was it at the time you went to purchase a farm of Francois Marsac that he told the deponent that he regretted having sold the farm to Francois Tremblé?

Answer. The deponent believes he was in jest at the time above stated.

Cross question by the same. Was it from Francois Marsac, or from any source, that he heard that the said Francois had sold the farm to Francois Tremblé?

Answer. From Francois Marsac, and at several times, repeatedly.

Cross question by the same. Did Francois Marsac say he would give Francois Tremblé a deed for the aforesaid land?

Answer. He said he would give deeds for the land.

Question by complainant's counsel. Do you, from the knowledge you have of Francois Marsac, and his honesty, believe that had the said Francois Marsac lived, he would have given the said Tremblé a deed of the land aforesaid?

Answer. I believe he would.

his
FRANCIS × ST. AUBIN.
mark.

Sworn and subscribed before me, the 27th day of December, A. D. 1827.

Michael Rivard, of the county aforesaid, aged fifty-nine years, sworn and examined on the part of the complainants, deposeth and saith, that he is acquainted with Francois Tremblé, Benoit Tremblé, Therese Tremblé, the complainants; that he knows the said Francois Tremblé, Benoit Tremblé, and Therese Tremblé to be the only heirs at law of Francois Tremblé, deceased, who he likewise knew ever since he came into the world; that he knows the defendants; he knows the said Jacques Marsac and Joseph F. Marsac to be the only heirs of Francois Marsac. The witness knows the said Francois Marsac from early age; that both the said Francois Tremblé and Francois Marsac died about twelve or thirteen years since, or at the close of the war; Marsac died about eight days before Tremblé. The deponent says that, perhaps, from two to six months after the sale of the land from Francois Marsac to Francois Tremblé, he, the deponent, was on a visit to the said Francois Marsac, who was then living on lake St. Clair; and while there, the said Francois Marsac called to the deponent, and said, come and look at two cows, (which at that moment came to the door of the said Francois Marsac) which, together with a horse, I have received in part payment of a lot of land I sold to Francois Tremblé, of six acres in front, situate on a creek called Tremblé's creek, along side of the Tremblés, which he knows to be the same lot of land testified to by Francois St.

Aubin; said conversation took place sixteen, seventeen, or eighteen years ago; the cows brought to the door was by one of Francois Marsac's sons. and the conversation before mentioned was in the presence of the family. Francois Marsac's sons were old enough to attend to their father's business, attend to the cattle, and who are the defendants in this case. Francois Tremblé told the deponent that he was living on the farm aforesaid, but is not knowing personally to it; the purchase of the said farm by Tremblé was very much known; Francois Marsac always claimed the said farm, until he had sold it to Francois Tremblé. The deponent had a conversation with Jacques Marsac before the land was sold to Pierre Dequindre, and at the time he heard the land was to be sold, he advised the said Jacques Marsac not to sign the deed, as the land was previously sold by Marsac to Tremblé; ultimately he would be a sufferer by it; at which time the said Jacques said he would not sign the deed. The said Jacques said nothing at the time of the sale of the said farm from his father to the said Francois Tremblé.

Cross question. How do you know that the farm as aforesaid is the same that was described by St. Aubin?

Answer. That it is the same lands that was sold by Marsac, and the same that he is now sued for.

Cross question. Did you see the complainant's bill for the land in question?

Answer. No.

Question by complainants. Are them the same lands on which you had conversation with Jacques Marsac?

Answer. Yes.

his
MICHAEL × RIVARD.
mark.

Sworn to and subscribed before me, the 27th Dec., A. D. 1827.
ROBERT ABBOTT,
Master in chancery.

Louis Beaufait, of the township of Hamtramck, aged fifty-four years, sworn and examined on the part of the complainants, deposeth and saith, that he has been acquainted with the late Francois Marsac ever since he can remember; he was intimate with and one of his first cousins; has frequently seen his writing; has no recollection ever seeing him write: it is a long time since he has seen his handwriting; and the signature to the exhibit A resembles much the handwrite of Francois Marsac. The deponent was employed to settle the widow's business after the death of her husband; and some papers in his possession, with the signature of Marsac, resembles the handwrite of Marsac on exhibit A, and said papers were given to him by his widow.

Cross question. Did you ever know any thing about a sale of land from Marsac to Tremblé?

Answer. No—except by hearsay from others, and not from Marsac.
LOUIS BEAUFAIT.

Sworn and subscribed before me, the 27th December, 1827.
ROBERT ABBOTT,
Master commissioner in chancery.

166.

Jacques Thebeau, of Gross point, aged forty-four years, sworn and examined on the part of the complainants, deposeth and saith: He knows the said Francois Tremblé, Benoit Tremblé, and Theresa Tremblé to be heirs at law of Francois Tremblé, deceased; that he knows the defendants; he knows likewise that Jacques Marsac and Joseph F. Marsac to be the only legal heirs at law of Francois Marsac; that he was at the house of Francois Marsac, who was then living on lake St. Clair; that, in presence of his wife, the said Marsac told deponent that he had sold to Francois Tremblé, six acres of land in front on Tremblé's creek; the said land was bounded in front by the creek, on the upper side, as he supposes, by United States land, and on the lower side by lands claimed by Joseph Tremblé, and in rear likewise by United States land. Francois Marsac and wife informed this deponent that he had received in part payment from Francois Tremblé, two cows and a horse. The deponent says that the sale of the said farm from Marsac to Tremblé was known by many. Francois Tremblé was in possession of said farm, but how long this deponent does not know. The deponent says that, at the time this conversation took place between him and Francois Marsac, Jacques Marsac and Joseph F. Marsac were doing the necessary work about the farm; the said Jacques and Joseph were about seven or eight years old, or perhaps more.

Cross question. What was the value of the horse and two cows?

Answer. He does not know. He saw the horse, but not the cows.

his
JACQUES × THEBEAU.
mark.

Sworn and subscribed before me, the 27th day of December, 1827.

ROBERT ABBOTT,
Master commissioner in chancery.

Adjourned to 28th, at 10 o'clock.

Continuation of depositions in the aforesaid cause, taken at the council-house, on the 28th day of December, agreeably to an adjournment of yesterday evening.

Francis Labadie, of the county of Macomb, aged fifty-four years, sworn and examined on the part and behalf of the complainants, deposeth and saith: That he is acquainted with Francois Tremblé, the complainant; he knows the said Francis to be the heir at law of Francois Tremblé, who he likewise knew from the year 1805. The deponent says that he is acquainted with the defendants, viz. Jacques Marsac, Joseph F. Marsac, Pierre Dequindre, and Jean B. Peltier; that the said Jacques Marsac and Joseph F. Marsac are the only heirs at law of Francois Marsac, deceased, who he knew since the year 1805: was on intimate terms with Francois Tremblé and Francois Marsac, both deceased. Deponent says that, in the year 1809, the third day of December, he went to the river Huron to replenish a store of goods he had there; and, on the 4th day of the month, which was the next day, Francois Marsac, deceased, came to his store, and received a quantity of goods to trade with the Indians, at which time the said Francois Marsac informed him that he had sold to Francois Tremblé a farm of six acres in front and forty acres in depth, situate above the Marais—no name at that time having been given to the small rivulets, although close of the year 1811, or commencement of the year 1812. Francois Tremblé

and Francois Marsac, as aforesaid, came to the house of the deponent, and, after some conversation passed, Francois Tremblé observed to Francois Marsac, Brother, said he, life is uncertain: you have not given me a deed for the lot of land you sold me. Francois Marsac replied, You know the promise I made you, that, as soon as Mr. Greely should arrive, I would give you a deed for the land aforesaid; you have the possession of the land, and I have spoken to Mr. Labadie to make the deed. Deponent says, that, in 1809, the said Francois Marsac informed him that he had received from Francois Tremblé, as aforesaid, one horse and two cows in payment. The deponent further says, that Francois Marsac told him that he had sold a farm of three acres for £30, to a man called Maranda; but, as Tremblé was his brother in-law, he sold the farm of six acres to him for £50 or £55, New York currency. On or about this time, Francois Marsac informed the deponent that he had received from Francois Tremblé forty-nine or fifty pounds on account of the farm sold; and the said Francois Marsac told the deponent that he had written a letter to Francois Tremblé, stating to him that there was a small balance yet due, and requested him to pay the same to Mr. Jones. Francois Marsac as aforesaid requested the deponent to make out the deed to Francois Tremblé as aforesaid, as soon as the United States patent should arrive—Mr. Greely having informed the inhabitants that, as he was going to Washington, he would interest himself to get the patents for their lands, and would distribute them after his arrival. The deponent says that the said Francois Marsac died in 1813 or 1814, and that the said Francois Tremblé died at the close of the year 1813, there being but a short interval between the death of the said Tremblé and Marsac. Deponent says that, at the time the sale of the land was made, it was his impression that the elder son of the said Francois Marsac, deceased, to wit, Joseph F. Marsac, one of the defendants, was thirteen or fourteen years old, and that Jacques, the other son, likewise another of the defendants, was from one year and a half to two years younger. The defendant further says, that the said Francois Marsac, deceased, attended to all his business at a distance from home; but that his two sons, Jacques and Joseph F., performed all the work on the farm, aided by Antoine Petit, his next neighbor. The deponent says that he does not recollect that he ever heard the said Francois Marsac say, in the presence of his sons, that he had sold the farm to the said Francois Tremblé: he might have done it, but he does not recollect. The deponent says that he has frequently seen the said Francois Marsac write and sign his name, and that the signature to the exhibit A is in the handwriting of the said Francois Marsac, which purports to be a letter from the said Francois Marsac to the said Francois Tremblé, dated the 15th August, 1809. The deponent was on intimate terms with the said Francois Marsac until his death, and never heard him say that he had relinquished the sale of the land to the said Tremblé, and refund him the consideration. The deponent says that he frequently called to see Mrs. Marsac after the death of her husband, and at no time heard her say that the said Francois Marsac, deceased, had annulled the sale of the land aforesaid to Francois Tremblé. The deponent says that he always understood from the said Francois Marsac, deceased, that he was willing to comply with the sale of the land to the said Francois Tremblé until his death. The said Francois Tremblé, deceased, had possession of the land aforesaid one and a half or two years. The deponent, of his own knowledge, does not know whether the said Francois Tremblé had made any improvements on the land aforesaid, but had heard that he had.

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Cross examined. What time did Francois Tremblé take possession of the farm as aforesaid?

Answer. Francois Tremblé, deceased, informed him that he was in possession in the year 1810.

Question by the same. Do you know when Francois Tremblé, deceased, left the farm in question?

Answer. No.

Question by the same. How long before the death of Francois Marsac did you see him?

Answer. Two or three months.

Question. Do you know that Joseph F. Marsac always went by that name?

Answer. I always understood and believed that he went by the name of Francois, as his father Francois Marsac told him so.

FRANCIS LABADIE.

This deponent claims his attendance, 3 days, and 22 miles travel, which he swears to. Sworn and subscribed before me, the 28th Dec. 1827.

ROBERT ABBOTT,
Master in chancery.

Francois Rivard, of Hamtramck township, aged fifty-three years, sworn and examined on the part of the complainants, deposeth and saith: That he was acquainted with the said Francois Tremblé and the said Francois Marsac since he came to the years of understanding; he does not know of any sale of land from Marsac to Tremblé, but Mr. Tremblé informed him that he had purchased a lot of land, and was in possession of it, on Tremblé's creek, and invited him to go and see him, but this deponent did not go. The deponent says that, in the month of July or August, 1817, while ploughing in the field, Jacques Marsac came to him, and addressed himself to him, saying, that he had received the United States patent for a tract of land sold by Joseph Marsac to Francois Tremblé; and then told the deponent that it was his intention to reclaim the land sold by Francois Marsac to Francois Tremblé. The deponent supposed, at this time, that he wanted to draw from him his opinion on the subject, and then told the said Jacques Marsac, one of the defendants, that he ought not to destroy the sale his father Francois had made, as he sold the said farm to relieve him from his distressed situation, occasioned by his infirmity. Jacques Marsac then replied, it was not his intention to do so, but that it was his brother Joseph F. Marsac. From the nature of the discourse at that time, he had some knowledge of the sale, but observed the farm had not been sold for its full value; and, about two or three years after, he understood, or was informed, that part of the farm was sold to Pierre Dequindre.

Cross examination. At the time you say that Jacques Marsac was desirous of getting your advice on the subject of the land in question, do you believe it was to learn from you whether Francois Marsac had sold the farm to Francois Tremblé?

Answer. No.

FRANCOIS RIVARD.

The deponent claims two days' attendance and 4 miles travel, to which he has sworn. Sworn and subscribed before me the 28th day of December, 1827.

ROBERT ABBOTT,
Master commissioner in chancery.

FRANCOIS TREMBLE AND OTHERS, by B. Tremblé, their next friend, *vs.* JACQUES MARSAC, JOS. F. MARSAC, JEAN B. PELTIER, and PIERRE DEQUINDRE, defendants. } *In chancery.*

To Wm. Woodbridge, Esq. and Cyprian Stevens, Esq., for defendants:

You will please take notice that, on Thursday, the 17th day of January inst., at 10 o'clock forenoon, and on the following day at the same hour, at the office of Alex. D. Fraser, in Detroit, the plaintiff will take the testimony of witnesses on the part and behalf of complainants before the master in chancery, in continuation of the testimony already taken in this cause, in conformity with the order of court; at which time and place you will please attend, if you see fit.

Respectfully yours,
A. D. FRASER,
Sol'r for complainants.

Detroit, 4th January, 1828.

Depositions of witnesses taken on the part and behalf of the complainants, in pursuance of a rule of reference to me, the undersigned, master in chancery, made by the Supreme Court of the Territory of Michigan, sitting as a court of chancery, at the last December term thereof, to be used in a certain cause there pending, wherein Francois, Benoit, and Therese Tremblé, infant children and heirs at law of the late Francois Tremblé, of the county of Wayne, deceased, by Benoit Tremblé, the elder, their next friend, are complainants, and Joseph F. Marsac, Jacques Marsac, Pierre Dequindre, and Jean B. Peltier, are defendants, which depositions were taken in pursuance of the annexed notice given by the complainant's solicitor to the solicitors of the defendants, at the council-house in the city of Detroit, on the 27th and 28th days of December last, being the time and place in said notice mentioned, and in the presence of the complainants and defendants, and their respective solicitors.

ROBERT ABBOTT,
Master in chancery.

Detroit, 28th December, 1827.

Francois Tremblé, of the township of Hamtramck, aged fifty three years, sworn and examined, deposeth and saith: That he knows the complainants, and they are all minors, under the age of twenty-one years; and he knew the late Francois Tremblé and the late Francois Marsac; and says that Francois Marsac informed him that he had sold the farm in question to his brother Francois Tremblé for £50 or upwards, New York currency, who sold him a horse and two cows in part payment; he assisted the late Francois Tremblé to move his effects to the farm he had purchased above the Marais, and assisted the said Francois Tremblé to repair the house on the farm aforesaid. Some time afterwards, the said Francois killed a cow, and sold her to raise money to pay the balance due on said farm; and, on the same evening, the deponent was present when the said Francois Tremblé came to his uncle Joseph Tremblé, and then informed him that he had finished paying the farm he had bought of Marsac, and that he owed no

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more, and was very much satisfied; and, to the best of his knowledge, possession was given of the said farm in 1809, 1810, or 1811. The said Francois Tremblé, after he took possession, cultivated the land and made fences, planted corn, but gathered very little; likewise planted potatoes. Francois Tremblé had possession of the said farm two years and a half or upwards; he left the farm as aforesaid by reason of the difficulty of raising a sufficiency for his support, and took a farm on the river Huron of his brother Michael: his moving to the river Huron was partly owing to the hostility of the Indians at the commencement of the war, as they had stole a horse from him, the said Francois Tremblé. The deponent further says, that it was known by every person, at that time, that the farm belonged to Francois Tremblé. The deponent does not know whether the said Francois Tremblé, or the said Marsac, ever annulled the sale of the said land, or whether the said Marsac returned the consideration. The deponent says that he has no knowledge whether the said Marsac, until his death, intended to comply with the sale of said land. The deponent says that Francois Marsac was very poor when he died, and had nothing excepting some lands he had on lake St. Clair. The deponent knows that part of the lands the said Marsac had on lake St. Clair are sold, and a part remain unsold. The deponent, about the time it was reported that the farm was to be sold by the defendants, met Pierre Dequindre, and, after saluting him, asked him where he had been, who replied that he had been looking at the lands up the Marais. The deponent told Dequindre that he was wrong in purchasing the lands of the late Francois Tremblé, as, at some future day, the heirs of the late Francois Tremblé, or some other, would prosecute him for them. The said Dequindre then informed him that there was no danger; that he had informed himself of the situation of the said farm, and that Marsac had the patent. Deponent understood from Pierre Dequindre that he had not purchased the farm, but was about purchasing it. Deponent says that about one year or thereabouts after the conversation had with Pierre Dequindre as aforesaid, he met John B. Peltier at his door; deponent asked him where he was going; Peltier replied that he was going up the Marais to look at the land. Deponent then asked him what land he was going to look at; Peltier replied that he was a going to look at the land that Marsac had up the Marais. Deponent then informed the said Peltier that, if he purchased the land as aforesaid, the heirs of Francois Tremblé would prosecute him at some future period, as the land belonged to Francois Tremblé, deceased; Peltier told him that there was no risk, as he had been informed by John R. Williams that he had seen the papers, and there was no risk. When deponent informed the said Peltier that the lands belonged to the late Francois Tremblé, Peltier told him that he had not as yet purchased.

Cross examination. Did you more than once forbid either Dequindre or Peltier to purchase the farm in question?

Answer. No.

his
THOMAS × TREMBLE.
mark.

Sworn and subscribed before me, the 17th January, 1828.

ROBERT ABBOTT,
Master commissioner in chancery.

Proved three days' attendance and five miles' travel.

Gazette Tremblé, of the county of Macomb, aged fifty-four years, sworn and examined on the part of the complainants, says: That he was acquainted with the said Francois Tremblé, deceased, and the said Francois Marsac. Deponent says, that as it was rumored about that Marsac was a going to sell the land as aforesaid, and that Pierre Dequindre was about purchasing the land as aforesaid, he went to the house of Pierre Dequindre, and there cautioned him not to purchase any land up the Marais, as Marsac had no land there; this conversation between the deponent and Dequindre was in the fall, but the deponent does not know what year. The deponent was authorized by Benoit Tremblé, the administrator on the estate of the late Francois Tremblé, to notify all persons not to purchase the aforesaid farm. The conversation above alluded to with Pierre Dequindre was previous to his having purchased the farm; and Dequindre then said that the land as aforesaid belonged to Marsac, as he had the papers in his hands, and the papers alluded to, deponent infers, was the United States' patent. Dequindre then said that he would purchase. The deponent then told him that he would make an uncertain purchase, and that he had much better throw his money in the lake, and then told Dequindre that the late Francois Tremblé had purchased the land as aforesaid from Francois Marsac, and had paid for it; and also told the said Dequindre that he was authorized by the administrator, Benoit Tremblé, to inform him not to purchase; and, to the best of deponent's knowledge, it was the spring following that Dequindre purchased the said farm, as he see him hauling lumber to the farm as aforesaid. Deponent does not know when the deed was given to the said Dequindre for the farm. Deponent says that, about one year or thereabouts, he met Jean B. Peltier, one of the defendants, in town, with a paper in his hand, who told him that he was going to Ten Eyck's, to have recorded Marsac's deed for the land in dispute. Deponent then asked him what fool it was that advised him to purchase the farm, who answered that it was John R. Williams. Deponent then informed the said Peltier that Francois Tremblé, deceased, as aforesaid, had purchased the farm of Marsac, and had paid for it; and that the farm belonged to the heirs of Tremblé. The deponent asked Peltier whether he had paid for the farm; Peltier replied that he had not; and then forbid him of paying for it, and that he might as well throw the money in the ground. The deponent says that it was generally known in the neighborhood of Dequindre and Peltier, the defendants, that Francois Tremblé had purchased the land aforesaid. The deponent says that he heard both the said Francois Tremblé and the said Francois Marsac say, in the presence of each other, one year after the purchase, that the farm was paid for. The deponent did not hear at that time that a deed was to be given for the farm aforesaid; but, during the war, he heard Marsac say, that, as soon as the patent would arrive, he would give him a deed. Deponent says, that, while Francois Tremblé as aforesaid was in possession of the farm, he assisted him in repairing the house and fences, and in seeding the said farm, prior to his leaving it and moving to the river Huron. The deponent says, that, in consequence of the war, and the Indians very troublesome, that obliged him to leave the said farm.

Cross examined. Did he make the prohibition to Dequindre more than once?

Answer. Twelve or fifteen times, both before and after the purchase.

Q. What did Mr. Dequindre reply when you forbid him to purchase, prior to his having purchased?

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Answer. Dequindre replied that Marsac had the papers.

Q. What did Mr. Dequindre reply when you forbid him to purchase after he had purchased?

Answer. Dequindre replied that he lived there, and was well.

Q. Is it your wish that the land in question should remain in the hands of the heirs of the late Francois Tremblé?

Answer. Yes.

Q. Did the late Francois Marsac own any land in the Marais, other than the land in dispute?

Answer. He does not know.

Question by complainants. Have you any interest in the suit, or will you gain or lose by the event of it?

Answer. Will not.

Question. What are your wishes predicated upon, when you say that you wish the land in question should remain in the hands of the heirs of Tremblé.

Answer. For the reason that, if the land should eventually fall to them, they ought to have them, and, if not, they ought not.

his
GAZETTE × TREMBLE.
mark.

Sworn and subscribed before me, the 17th January, 1828.

ROBERT ABBOTT,
Master commissioner in chancery.

Proved 3 days' attendance and 15 miles' travel.

Henry Connor, of the township of Hamtramck, aged forty-eight years, sworn and examined on the part of the complainants, says: That he was and is acquainted with the complainants and defendants, and, also, the late Francois Tremblé and Francois Marsac; that the deponent knew that Francois Tremblé, deceased, to be in possession of the farm in dispute, on or about the 25th May, 1809. Deponent was very intimate with the said Francois Tremblé, and generally made old Mr Tremblé's house his home. Deponent says, that the said Francois Tremblé was there then, and remained in possession of the said farm until the commencement of the war; that, in the latter part of July, in the year 1809, he met the said Francois Tremblé in the road with a cow, which he was driving to town to sell, to make the sum of ten dollars, which had been formally demanded of him, to pay Francois Marsac, deceased, being the balance that remained due for the farm aforesaid, which the said Tremblé said he would pay, and then the farm would be his. Deponent saw the said Francois Tremblé after his return from town, who informed him that he had paid the ten dollars, and had some white in his hand, which was over the amount of ten dollars, for which he had sold his cow. Deponent says, that, in the spring of 1811, Francois Marsac, deceased, came to his mill, on the river Huron, and, in conversation with him, the said Francois told him that he had been paid for the land as aforesaid in full, and was then waiting for the patent to arrive, to give the said Francois Tremblé, deceased, a deed. The deponent says that he was very intimate with both the parties, and never heard any

of the parties say that they had relinquished the bargain; and never heard any of them say that the consideration was repaid, and he believes he would have heard it had it taken place. Deponent does not believe that ever such an arrangement took place; and further says, that the said Francois Marsac never was in a situation, from the year 1811 to his death, to return the consideration; and further heard him say, that he would be a ruined man had he not sold the farm as aforesaid. Deponent further says, that, from the knowledge he had of the said Francois Marsac, he was willing to comply with the agreement for the sale of the farm as aforesaid, as he considered him a very honest man. The deponent further says, that the purchase of the land as aforesaid was generally known, and believes that there was not ten persons between this and Milk River point but what knew of the purchase aforesaid, and the purchase was generally known on the Chotou river, particularly among the French people. The deponent says, that, in the year 1809, Joseph Francois Marsac, one of the heirs of Francois Marsac, was fourteen or fifteen years old, and the younger twelve or thirteen. The deponent says that he has no doubt but Joseph F. Marsac had knowledge of the sale of the land as aforesaid, and the younger brother must have had some knowledge of it. The deponent says, that, in the month of March, 1819, he was informed that Joseph Marsac was about selling the aforesaid farm to Pierre Dequindre; went to Benoit Tremblé, the administrator, and suggested to him and Thomas Tremblé, his security, the propriety of going to Dequindre and forbid him to purchase, as he was then treating with Marsac to purchase the farm aforesaid; that Thomas Tremblé promised he would go, and did go and notify Dequindre not to purchase. The negotiation between Dequindre and Marsac for the purchase of the farm aforesaid continued a considerable time, and about three or four months after the conversation with Thomas Tremblé, Dequindre made the purchase. The deponent says, that, in the latter part of February or beginning of March, before he heard of the contemplated sale between Dequindre and Marsac, Benoit Tremblé, administrator, informed him that Francois Rivard, Pierre Chene, Joseph St. John, and Henry Connor, were selected by the administrator and the two Marsacs to decide the right to the land in question, and that was the day to decide the dispute. The arbitrators went to the house of one of the arbitrators, and, not seeing Joseph Marsac there, he was sent for twice, and then came and informed them that he had changed his mind; and, about a month after, he heard of the contemplated sale from Marsac to Dequindre. The land situated as the land in question is, is worth two dollars per acre. The deponent understood that Dequindre purchased the lower three arpents in front, and Jean B Peltier lives on the other three arpents above. The deponent further says, that the farm was considered to be the property of Francois Tremblé, deceased, until both the said Francois Tremblé and the said Francois Marsac died; and further says, that he never heard any disinterested person say otherwise.

Cross examination.—Q. Was you not appointed to take an inventory of the estate of the late Francois Tremblé?

A. I was.

Q. What did the referees conclude upon?

A. The deponent says they blamed him.

Q. For what reason did you blame?

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A. It was in his power to give to heirs of Francois Tremblé their right, which he refused; and therefore they blamed him.

HENRY CONNOR.

Sworn and subscribed before me, this 17th January, 1828.

ROBERT ABBOTT,
Master in chancery.

Depositions of witnesses taken on the part and behalf of the complainants, in obedience to a rule of reference to the undersigned master in chancery, made by the Supreme Court of the Territory of Michigan, sitting as a court of chancery, at the last December term thereof, to be used in a certain cause there depending, wherein Francois, Benoit, and Theresa Tremblé, infant children and heirs at law of the late Francois Tremblé, of the county of Wayne, deceased, by Benoit Tremblé, the elder, their next friend, are complainants, and Joseph F. Marsac, Jacques Marsac, Pierre Dequindre, and Jean Bt. Peltier, are defendants; which depositions were taken in pursuance of the annexed notice, given by the complainants' solicitor to the solicitor of the defendants, at the office of Alexander D Fraser, in the city of Detroit, the 17th day of January, at 10 o'clock A. M., being the time and place in said notice mentioned, and in the presence of the complainants and defendants, and their respective solicitors.

ROBERT ABBOTT,
Master in chancery.

DETROIT, *17th January*, 1828.

DETROIT, *12th February*, 1828.

To William Woodbridge, Esq. and Cyprian Stevens, Esq.

Please take notice that I shall, at my office in Detroit, on Saturday, the 23d day of February instant, at 10 o'clock A. M., proceed to take further depositions of witnesses on the part and behalf of the complainants, in the chancery suit of Tremblés, minors, by their next friend, Benoit Tremblé, against Marsacs, Dequindre, and Peltier, now pending in the Supreme Court, in which you are counsel for the defendants; at which time and place you are requested to attend before the master commissioner.

A. D. FRASER,
Att'y for complainants.

On the back of which notice there appears the following endorsement: "Served on William Woodbridge, Esq. and Cyprian Stevens, Esq., this 12th February, 1828.

A. D. FRASER."

Depositions continued on the 23d February, pursuant to notice, at the office of A. D. Fraser.

Enos Seené, of the county of Macomb, aged thirty-four years, sworn and examined on the part and behalf of the complainants, says: That he has been married about ten years to the widow Francois Tremblé. Deponent says, that, between eight and nine years since, he was in conversation with Robert Marsac; deponent observed that he was surprised that Joseph Francois Marsac should take possession of the farm in question;

Robert Marsac replied that Joseph Francois Marsac told him, the said Robert Marsac, that he might as well profit by the farm, he having a chance, as well as any other person; and if the children of Tremblé had any right, he could give them as well as any other person. The deponent says, that, before and after his marriage with the widow Tremblé, he, in conversation with Jacques Marsac, the said Jacques told him that he had frequently killed game on the farm of his uncle Tremblé; and the deponent says that the widow Marsac, when on a visit to his house, observed to his wife, Why do you not go and take possession, and stay upon your farm, or the farm in dispute. Deponent replied that Why should he go and take possession of it, it being in a ruin state, there being no house or fences; which the said widow Marsac observed that he had a right to two acres, and the children of the late Francois Tremblé four acres.

Cross examination.—How he knows the farm in dispute?

He knows it to be the farm by hearsay, and has knowledge of Francois Tremblé, deceased, living on it.

his
ENOS × SEENE.
mark.

Sworn and subscribed before me, the 23d February, 1828.

ROBERT ABBOTT,
Master in chancery.

Proved 2 days' attendance and 21 miles' travel.

Robert Marsac, of the county of Wayne, and township of Hamtramck, aged about fifty-six years, sworn and examined on the part and behalf of the complainants, says: That he is a brother of the late Francois Marsac, and heard say that Francois Marsac, deceased, sold the said farm to the late Francois Tremblé, and is knowing to his being in possession, and living on it, about eighteen years ago, and remained on it between one and two years. Deponent says that there was a house and fences on the farm, but who erected them he does not know, but believes it was his brother, the late Francois Marsac, that made the improvements; but the said Francois Tremblé sowed and reaped wheat off said farm. Deponent says that he may have had some conversation with Enos Seené on the subject of said farm, but does not recollect. The deponent says that it was generally known in the vicinity where he was living that the farm was sold by the late Francois Marsac to the late Francois Tremblé, but he never heard the parties say so.

Cross examined.—Do you not know that when the late Francois Tremblé took possession of the farm in question, there was land cleared on it?

Answer. Yes; and the late Francois Marsac raised wheat on it, and helped him to secure 300 shocks of wheat, which the said Francois Marsac raised on it.

his
ROBERT × MARSAC.
mark.

Sworn and subscribed before me, the 23d February, 1828.

ROBERT ABBOTT,
Master in chancery.

Proved 2 days' attendance and 4 miles' travel.

17.

James Abbott, of the city of Detroit, aged about fifty-one years, sworn and examined on the part and behalf of the complainants, says: That, in the latter part of 1810, or beginning of the year 1811, Aaron Greely deposited in his hands sundry notes for collection, and, among others, one by Francois Tremblé of $7 25, and presumes the said note was paid; these notes were made generally for surveys made on the Detroit river and lake St. Clair; but does know for what tract the surveying of which the note was given.

JAMES ABBOTT.

Sworn and subscribed before me, the 23d February, 1828.

ROBERT ABBOTT,
Master in chancery.

To ALEXANDER FRASER, Esq.:

SIR: Please take notice that we shall take the testimony of witnesses in the chancery suit of Tremblés *vs.* Marsaque, Dequindre, et al., now pending, on the 29th and 30th of April instant, and 1st May next, at the office of the master in Detroit, on each of said days.

Yours,

CYPRIAN STEVENS,
Sol'r for defendants.

DETROIT, 16*th April*, 1828.

Copy served the day aforesaid by me,

C. STEVENS, *Sol'r.*

Depositions continued on the 29th April instant, pursuant to notice, at the office of Robert Abbott, on behalf of the defendants.

Francois Yax, of the county of Macomb, aged forty-four years, sworn and examined on the part and behalf of the defendants, says: That he is well acquainted with all the parties; the affiant, during the war, was at the house of Francois Marsac, where he met Francois Tremblé. Francois Marsac sent for Antoine Nicholas Petit; after the parties got together, Francois Tremblé asked Francois Marsac if he would take back his land; Francois Marsac replied that he had not the means to pay him for the land; but, if any arrangement could be made between them, that he would take back the farm; to which said Francois Tremblé assented. Francois Marsac said that he would then take back the farm; and Francois Marsac then gave Francois Tremblé an order for £32, and $12 which the affiant was to give the said Francois Tremblé, which he owed in wheat to Francois Marsac.

Question by attorney for defendants. Did you pay the twelve dollars?

Answer. Yes; he paid it to Francois Tremblé.

Question by same. Do you know whether Francois Marsac made any payment to Francois Tremblé after this time?

Answer. No, except by subsequent conversation with said Francois Tremblé?

Question by same. Had you any conversation, subsequent to this time, with Francois Tremblé? if you had, what was it?

Answer. He had. And it was at the mill, when he had taken a load, and after discharging his load, was walking to and fro in the mill with the

late Francois Tremblé, discovered a pen of wheat, and observed to him that he was richer than he was, and had more wheat than he had, and it was not difficult, so much wheat as he had, having a mill; to which said Tremblé replied, he had not been sufficiently long in the mill to have gained so much wheat as that. Affiant asked him how he got the wheat; Francois Tremblé replied that he got the wheat for the order that Francois Marsac gave him for the land he had taken back.

Question by plaintiffs. What year did this conversation take place?

Answer. He does not know what time, but it was during the war.

Question by same. Where was it that the conversation took place respecting returning the farm?

Answer. It was at Francois Marsac's, in the presence of the witness, Francois Tremblé and Antoine Nicholas Petit.

Question by same. Where did Francois Marsac live at the time this conversation took place?

Answer. About one and a half miles above his home on lake St. Clair, at Buttonwood point.

Question by same. What was the order above stated payable in?

Answer. In arrangement, viz. in grain, (reserving cash.)

Question by same. What was Francois Tremblé's reply when you asked him in the mill how he came by so much wheat?

Answer. It was the proceeds of the order of Francois Marsac.

Question by the same. What year was it that this conversation took place between you and Tremblé in the mill?

Answer. He does not recollect, but believes it was at the close of the war: the British were not here at that time.

Question by same. How long after the conversation took place at Marsac's and the conversation you had at the mill with Francois Tremblé?

Answer. Perhaps one or two months, but does not recollect precisely.

Question by same. What was Francois Marsac's circumstances between the time of his agreeing to take back the land and the conversation you had with Tremblé in the mill?

Answer. He had a farm at Buttonwood point under cultivation; raised wheat on it, and kept a good table.

Question by same. Had Francois Marsac cattle or horses at the time above spoken of?

Answer. He see a few.

Question by same. Did the late Francois Marsac raise any wheat on the farm at Buttonwood point? and what quantity?

Answer. About one hundred and fifty bushels, some years.

Question by same. What time of the year did the conversation take place in the mill with you and Francois Tremblé?

Answer. He believes, but is not sure, it was in the beginning of the fall.

Question by same. Did Francois Tremblé tell you, when in the mill, what number of bushels of wheat he received from Marsac on the order?

Answer. He did not, and there were no persons in the mill but himself and Francois Tremblé.

Question by same. At the time that Francois Marsac agreed to take back the farm, and offered to make an arrangement for the sum paid, did he not say that he had no property wherewith to pay him?

Answer. He could not say so, for he had property.

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Question by same. Had you any conversation with William Meldrum at any time on the subject of the contract made with the parties, relative to the land in question?

Answer. Yes, often, as he was his friend.

Question by same. Did you not state to William Meldrum last fall, that the lands in question belonged to the heirs of Francois Tremblé?

Answer. He may have said so, but does not recollect it.

Question by defendant. What do you mean by the close of the war in your former answer—the close of the war in this Territory, or elsewhere?

Answer. In this Territory.

his
FRANCIS + YAX.
mark.

1 days' attendance proved and 35 miles' travel. Detroit, 29th April, 1828.

ROBERT ABBOTT,
Master in chancery.

Louis Allard, of the county of Wayne, aged thirty-seven years, sworn and examined on the part and behalf of the defendants, says: He does know either of the parties in the case.

Question by the defendants. Do you know the general character of Gazette Tremblé as to truth and veracity?

Answer. As for himself he knows nothing; but he is considered generally as a man that will tell lies; and all the news and reports that circulate in his neighborhood originate with the said Gazette Tremblé?

Question from same. From what you know of Gazette Tremblé's general character, would you believe him on his oath?

Answer. From what the people say, he would not.

Question by plaintiffs. Do you know, of your own knowledge, whether Gazette Tremblé ever took a false oath?

Answer. No.

Question by same. Did you know the circumstances of Francois Marsac before his death?

Answer. He has knowledge of his having a farm on lake St. Clair, on which he lived, and another, which he owned, from report, on the Grand Marais; and is knowing to his having a horse, and, from hearsay, had other property.

his
LOUIS + ALLARD.
mark.

2 days' attendance proved, and 14 miles travel.

ROBERT ABBOTT,
Master in chancery.

Robert Tremblé, of the county of Wayne, aged twenty-nine years, sworn and examined on the part and behalf of the defendants, says: That he went with Pierre Dequindre, in the spring, up Tremblé's creek, to shew him the land he was about purchasing of Joseph F. Marsac, and returned with him.

Question by defendants. Did you see either Gazette Tremblé or Thomas Tremblé when you went with Pierre Dequindre to show him the land?

Answer. He did not on that day.

Question by same. Did you go to the late Francois Marsac's when he lived at Buttonwood point?

Answer. He did, with his mother, in the winter, in a sleigh.

Question by same. What was the situation and circumstances of Francois Marsac at the time you went to see him in the winter?

Answer. He was well treated, and see a yoke of oxen, two calves, and presumes there were cows, and a barn, and a house on the premises?

Cross question. How do you know that the property on Buttonwood point belonged to Francois Marsac?

Answer. It was reported so.

Question. Did you ever hear that, previous to your going to see the land in question with Pierre Dequindre, that Francois Tremblé, deceased, purchased the said land?

Answer. He did hear so.

Question by same. Did you communicate to Pierre Dequindre, when you went with him to see the land, that you had heard the land belonged to Francois Tremblé?

Answer. He did not.

Question by same. Did you know, at any time before this, that the farm in question belonged to Francois Tremblé? and if so, when?

Answer. At the time that Pierre Dequindre traded at Charlo Nicholet's; the said Dequindre was at Joseph Tremblé's house where his father, Joseph Tremblé, told Dequindre, in his hearing, that Francois Marsac had sold the farm in question to Francois Tremblé, but does not recollect whether it was before or after he had this conversation that he went with Pierre Dequindre to examine the land.

his
ROBERT × TREMBLE.
mark.

One day's attendance proved and one mile travel.

ROBERT ABBOTT,
Master in chancery.

Adjourned to the 30th, at 9 o'clock.

Joseph Champagne, of the county of Wayne, aged thirty-four years, sworn and examined on the part and behalf of the defendants, says: That he has known the parties ever since he came to the years of recollection.

Question by defendants. What was the situation and circumstances of Francois Marsac at the commencement of the war?

Answer. He kept a good table, was rich, and a good farmer, and from appearance could pay forty or fifty pounds yearly.

Question by same. What is the general character of Gazette Tremblé for truth and veracity?

Answer. From his general character in the neighborhood where he lives, he would not be believed under oath.

Cross question. Was the late Francois Marsac able to pay forty or fifty pounds, independent of his real estate?

Answer. From the table he kept, and from other property he see, he is of the opinion that he could.

Question by same. What is the general character of Francis Yax as to truth and veracity, on the river Huron?

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Answer. He never heard any thing bad of him.

Question by defendants. Would you believe Francis Yax under oath as soon as you would any other man in the community?

Answer. He would.

his
JOSEPH + CHAMPAGNE.
mark.

One days' travel proved.

Sworn and subscribed before me, the 30th day of April, 1828.

ROBERT ABBOTT,
Master in chancery.

Francois Julian Forton, of the county of Macomb, aged thirty-seven, sworn and examined on the part and behalf of the defendants, says: That he was well acquainted with the late Francois Marsac, but not so much so with the late Francois Tremblé.

Question. What was the situation and circumstances of Francois Marsac before and after the war, and whether he was able to pay forty or fifty ponnds?

Answer. He knew him before the war, and during part of it, and it appeared to him that he was able to pay the sum before mentioned, the said Francois Marsac having cattle and grain; and see on the farm of said Francois Marsac about five acres of good corn, five or six acres of good wheat, and three-fourths of an acre of good potatoes, but does not know whether the above mentioned crop was raised on his own farm, or whether he raised it on the shares.

Cross question. What is the general character of Francois Yax as to truth and veracity?

Answer. He is in the habit of telling things that were not true?

Question. Do you know whether Francois Marsac lived at Buttonwood point before, during, and at the end of the war?

Answer. He was living there at the commencement and during part of the war, but does not know whether he was there at the close of the war, or where he lived.

Question. Do you know what family the late Francois Marsac had?

Answer. Two children, and another child that was not his, besides his wife.

Question. How do you know that the late Francois Marsac had any cattle?

Answer. He see them at his barn—one yoke of oxen that the said Francois was working, and a horse.

Question. Had the late Francois Marsac more grain than was necessary for the subsistence of his family from one harvest to the other, and to purchase necessaries for his family?

Answer. He does not know.

Question. Do you know whether the cattle and horse you saw at the late Francois Marsac's were not the cattle he received of Francois Tremblé, deceased, for the land in question?

Answer. Does not know, but heard say that the horse came from the late Francois Tremblé?

Question by defendants. From the general character of Francois Yax, would you, or would you not, believe him under oath?

Answer. As for *himself*, he would believe him.

Question by same. What is the general character of Gazette Tremblé as to truth and veracity, and whether you would believe him under oath?

Answer. From report he would not, but as for himself, from the acquaintance he has of him, he would.

his
FRANCOIS J. × FORTON.
mark.

One days' attendance proved, and one mile travel.

Sworn and subscribed before me, the 30th April, 1828.

ROBERT ABBOTT,
Master in chancery.

Joseph Campau, of the city of Detroit, and county of Wayne, aged sixty years, or thereabouts, sworn and examined on the part and behalf of the defendants, says: That he knew Francois Marsac in the year 1813; his situation and circumstances were such that he could pay forty or fifty pounds in produce or cattle.

Question. What is the general character of Gazette Tremblé as to truth and veracity?

Answer. He knows his general character.

Question. From the general reputation of Gazette Tremblé, would you believe him on his oath?

Answer. He would not.

JOS. CAMPAU.

Sworn and subscribed before me, the 30th April, 1828.

ROBERT ABBOTT,
Master in chancery.

Joseph Robert, of the township of the county of Wayne, aged sixty-three years, sworn and examined on the part and behalf of the defendants, says: That he was well acquainted with the late Francois Tremblé and the late Francois Marsac; that the said Francois Marsac lived well; was a good farmer, and could pay forty or fifty pounds in grain or cattle.

Question. Do you know the general character of Francois Yax, and would you believe him under oath?

Answer. He would, and never knew any thing against him.

his
JOSEPH × ROBERT.
mark.

2 days' attendance proved, and 12 miles' travel.

Sworn and subscribed before me, the 1st May, 1828.

ROBERT ABBOTT,
Master in chancery.

Depositions of witnesses taken on the part and behalf of the defendants, in obedience to the rule of reference hereunto annexed; which depositions were taken pursuant to the annexed notice given by the defendant's solici-

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for to the solicitor for the plaintiffs or complainants, at the office of the undersigned, in the city of Detroit, on the 29th and 30th April and 1st May inst., being the time and place in said notice mentioned, and in the presence of the defendants and complainants, and their respective solicitors

Given under my hand, at Detroit, the 1st day of May, 1828.

ROBERT ABBOTT,
Master in chancery.

FRANCOIS TREMBLE and others, minors, by Benoit Tremblé, their next friend, complainants,
vs.
JACQUES MARSAC and others, defendants.

In chancery. In Supreme Court of Michigan Territory.

To Charles Larned and Cyprian Stevens, Esqs., solicitors for defendants:

You will please take notice, that the complainants will, before the master in chancery, at his office in Detroit, on the 10th day of May next, and on the 12th day of the same month, at 9 o'clock A. M. of each day, proceed to take further depositions of witnesses on their part, to be used on the trial of said cause; at which time and place you are requested to attend.

Respectfully,
A. D. FRASER,
Sol'r for complainants.

DETROIT, 30*th April*, 1828.

Upon which notice there appears the following endorsement:

"Served on Messrs. Larned & Stevens, this 30th April, 1828. Copies left.
FRASER."

Depositions continued on the 10th day of May, pursuant to notice, at the office of Robert Abbott, on the part and behalf of the complainants.

George Thomas, of the county of Macomb, aged thirty-one years, sworn and examined on the part and behalf of the complainants, says that he has known Francois Yax, the preceding witness, about twelve years.

Question. What is the general character of the said Francois as to truth and veracity?

Answer. From his general character, he would not believe him under oath; and says further, that the said Francois told him about four years ago, when the affiant asked him how the suit went wherein he was examined as a witness, who then told him that it was not difficult to swear upon the Protestant bible, as would not damn him if he swore to a falsehood; and further says, that the said Francois told him that he would not hesitate at any time to swear on the bible, as by doing so, if he told a falsehood, it would not damn him.

his
GEORGE × THOMAS.
mark.

Two days' attendance proved, and his fees paid.

Sworn and subscribed before me, the 10th May, 1828.

ROBERT ABBOTT,
Master in chancery.

Joseph Tremblé, of the county of Wayne, aged sixty-one years, sworn and examined on the part and behalf of the complainants, says: that he

was acquainted with the late Francois Marsac since he came to the years of understanding, as they were raised together.

Question. Where did the late Francois Marsac live during the late war?

Answer. He lived at Charles Rivard's, at Grosse point, and remained with him until he died.

Question. What time did the said Francois die?

Answer. He believes it was after the war.

Question. What were the circumstances of the late Francois Marsac, before and about the time he was living at Charles Rivard's?

Answer. He was poor in circumstances before and at the time he was living at Charles Rivard's, as he was very infirm by losing a leg; and, had it not been for the management of his wife, he could not have supported his family; and, about the commencement of the war, he left his place at Buttonwood point, and came and lived with Charles Rivard; and affiant says he does not know, when the said Francois Marsac was living with the said Charles Rivard, whether he had any cattle or not. Affiant and his wife went occasionally to see the said Francois Marsac when he was sick, and two or three months before he died, he repeatedly told him that he had sold the land in question to the late Francois Tremblé, and the land was his; and the last time he told him so was about two or three months before he died.

Question. What did the widow Francois Marsac tell you respecting the land in question after the death of her husband?

Answer. She told him at his house, or observed to him, why did not the widow Francois Tremblé go and live on her husband's farm up the Marais, as she was entitled to her thirds of said farm, and, in the course of time, by her industry, she might procure the balance of the land.

his
JOSEPH × TREMBLE.
mark.

One days' attendance proved and seven miles' travel.

Sworn and examined before me, the 10th May, 1828.

ROBERT ABBOTT,
Master in Chancery.

I do hereby certify that Joseph F. Marsac attended between one and two hours, and assisted at the taking and examining the witnesses on this day, and subsequently went for his attorney Larned, who appeared and filed the protest hereunto annexed.

ROBERT ABBOTT,
Master in Chancery.

Joseph F. Marsac makes no exception to the affidavit of Joseph Tremblé.

R. ABBOTT, *Mas. in Chancery.*

Continued to Monday, the 12th, at 10 o'clock A. M.

Justice ABBOTT, Esq., *Master in Chancery:*

SIR: We protest against the taking of any testimony touching the case of Tremblé and others against Marsac and others, and offer for reason, that Benoit Tremblé notified the defendant Marsac, and his counsel, that no testimony could be taken until Monday next; and it was purely by accident

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that defendants knew that any testimony was to be taken, and the defendants will not make any examination of witnesses on their part. Defendants, by their counsel and solicitors.

LARNED & STEVENS.

Saturday, 10*th May*, 1828.

Depositions continued on Monday, the 12th May, pursuant to notice, on the part and behalf of the complainants.

Louis Lafarge, of the county of Macomb, aged forty-three years, sworn on the part and behalf of the complainants.

Question. What is the general character of Francois Yax as to truth and veracity?

Answer. The general character of Francois Yax, in the neighborhood of this affiant, is bad, and would tell a falsehood to injure a man if he felt envious towards him; and at times he might tell the truth, and at other times he would not.

Question. Would you implicitly believe all the said Francois Yax would say under oath?

Answer. He would not believe all.

Question. Did the late Francois Marsac live at Buttonwood point the last year of the war?

Answer. He left it on or about the time the garrison was surrendered to the British, (meaning the garrison at Detroit.)

Question. Did the late Francois Marsac return on his farm after the time you speak?

Answer. He believes not.

Question. What was the situation and circumstances of Francois Marsac at the time he was living on his farm at Buttonwood point?

Answer. He lived as well as any of the inhabitants in the neighborhood where he was living, but was not rich.

Question. Did the late Francois Marsac at any time tell you that he had sold the farm in question to the late Francois Tremblé? and when?

Answer. He did some time before the death of Francois Tremblé, and about two or three months before.

Question. Do you know whether the late Francois Marsac received any payment of Francois Tremblé for the land aforesaid?

Answer. He received five or six head of cattle, to wit, two cows, a horse, and seven young head, which the said Marsac told him he had received for the farm up the Marais.

Question. At the time the late Francois Marsac lived at Buttonwood point, was he ever in a situation to pay forty or fifty pounds in grain or produce of the farm?

Answer. No, as the greater part of his crop every year was nothing but chess or cheat.

Question. Have you any knowledge whether the late Francois Marsac repurchased the land from Francois Tremblé?

Answer. He does not know, nor never heard that he had.

Question. Had the late Francois Marsac purchased back the farm in question of Tremblé, would you have known it?

Answer. He would, as he was very good friends with him, and lived his next neighbor, about one mile or a little more from him.

Question. Was the late Francois Marsac and Francois Yax good friends?

Answer. The late Francois Marsac told him that he hated him, and could not bear him.

Question. Do you recollect whether the said Francois Marsac, in any year, while living at point Buttonwood, harvested one hundred and fifty bushels of wheat?

Answer. Does not, but has known him to raise not to exceed one hundred bushels corn in any one year.

Cross examined.—Q. How much wheat did the said Francois Marsac reap in any one year?

Answer. Fifty bushels of good wheat.

Question. Was you absent at any time from home after you purchased your land from Pierre Yax at Toad point, on lake St. Clair?

Answer. About two months and a half, at two different times, about the last of the war.

Question by same. The last time you was absent from home, was you living at Francois St. Obin's?

Answer. He was.

Question by same. Was you living at St. Obin's when the Americans retook the country?

Answer. He came to St. Obin's the same year.

Question. How long, prior to your living at St. Obin's, did the late Francois Marsac move from Buttonwood point?

Answer. About nine months.

Question. How long after the time you first came to Francois St. was it that you moved to the Miami river?

Answer. The spring following.

Question. How long, prior to your moving to the Miami river, had the Americans had possession of the country?

Answer. About one year, more or less.

Question. When you moved to the Miami, how long had Francois Tremblé been dead?

Answer. Not quite one year.

Question. Had peace taken place between the United States and the British when you moved to the Miami?

Answer. It had, and the same spring.

Question. What length of time was there between the death of Francois Tremblé and Francois Marsac?

Answer. About one year, to the best of my knowledge.

Question. Had the late Francois Marsac any other cattle at the time when he received payment in cattle of Francois Tremblé for the farm in question?

Answer. Yes; he had one yoke of steers and one younger yoke.

Question. Do you know whether the late Francois Marsac killed any cattle on the river Huron, in the county of Macomb, and what time?

Answer. He killed a cow before or during the war.

his
LOUIS × LAFARGE.
mark.

Two days' attendance proved.

Sworn and subscribed before me, the 12th May, 1828.

ROBERT ABBOTT,
Master in Chancery.

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Francois St. Obin, sworn and examined on the part and behalf of the complainants, says, in addition to the deposition heretofore made, he does not know whether the late Francois Marsac had repurchased the farm he told him he had sold to Francois Tremblé, or whether he had the means of purchasing; but the said Francois lived as most others did, was not very poor in circumstances, but not rich.

Question. Did the late Francois Marsac live on his farm at Buttonwood point the last year of the war?

Answer. He does not know when he left it, but he believes he left in the winter, after the battle of the river Raisin, and has no knowledge whether he ever returned.

his
FRANCOIS × ST. OBIN.
mark.

One days' attendance proved.

Sworn and subscribed before me, the 12th May, 1828.

ROBERT ABBOTT,
Master in Chancery.

William Meldrum, of the county of Macomb, aged thirty-two years, sworn and examined on the part and behalf of the complainants.

Question. What is the general character of Francois Yax, the preceding witness, as to truth and veracity?

Answer. The majority of the people, where he, the affiant, lives, are of opinion that he would not tell the truth, and others say he would.

Question. Did the said Francois Yax ever tell you that the said Francois Tremblé had purchased the farm in question of Francois Marsac, and whether he had paid for it?

Answer. About three or four years ago the said Francois Yax told the affiant that he was an eye witness to a part payment; that Benoit Tremblé had called on him to know whether he knew any thing of the transaction between the late Francois Tremblé and the late Francois Marsac; who replied, that he knew nothing about it; and his reasons for telling him so were, that he, Yax and Benoit, were not friends, and has frequently told affiant since that he knew nothing of the transaction. The affiant further says, that, from what the said Francois Yax told him, he would hesitate to believe him under oath, but would judge better did he hear him testify under oath.

WM. MELDRUM.

One days' attendance proved and twenty-five miles' travel.

ROBERT ABBOTT,
Master in Chancery.

Francois Labadie, of the county of Macomb, sworn and examined on the part and behalf of the complainants, in addition to his former deposition, says, that the general character of Francois Yax, for truth and veracity, in the neighborhood where he lives, is bad. A majority of the people entertain a very unfavorable opinion of him, and others have a good opinion of him; and from the character given of him, the affiant would not believe him under oath.

Question. Was the late Francois Marsac's circumstances, during the

war, such as to enable him to purchase back the farm he had sold to Francois Tremblé?

Answer. From what he knew of the circumstances of the late Francois Marsac, he was unable to pay fifty pounds without selling property to raise the amount; and, in 1812, in settling accounts with the affiant, the said Marsac fell in debt to him of fifteen or sixteen pounds, for which he gave the affiant two notes; some time after, he asked the said Francois Marsac if he would be satisfied if he assigned the said notes to Oliver Williams and Lee, who replied, he had no objections. Some time after the death of the late Francois Marsac, the widow and the heirs of the late Francois Marsac sold four acres of the farm at Buttonwood point to Joseph Campau, from the avails of which, they paid the aforesaid notes, from which the affiant believes he never had it in his power to repurchase the farm which he had sold to the said Francois Tremblé.

Question. Do you know what year the said Francois Marsac left his farm on Buttonwood point, and came to live at Grosse point?

Answer. To the best of his knowledge, it was in the year 1813, about the month of January.

Question. Do you know whether the said Francois Marsac, while living at Buttonwood point, ever harvested one hundred or one hundred and fifty of wheat?

Answer. No; for he examined his fields frequently, and observed that there was a great deal of chess among the wheat; and some years he had good buck-wheat and good corn.

Question. Was the said Francois Marsac an able farmer, and did he keep a good table?

Answer. Sometimes; but sometimes he had no pork, as well as other farmers near him.

Question. Did ever the late Francois Marsac tell you that he purchased back the farm he had sold to Francois Tremblé?

Answer. He never did, nor ever heard any person say he had, until after Francois Yax had given in his testimony before the master in chancery.

Question. Did George Thomas tell you, before he was examined as a witness in this case, that Francois Yax told him how little he regarded an oath on the bible.

Answer. He did.

Question. Do you know whether the late Francois Marsac butchered and sold a cow at the river Huron?

Answer. In the year 1810 the late Francois Marsac killed and sold a cow at the river Huron, to raise means to pay Gabriel Richard for grain he had collected on a subscription for Richard's support, which he converted to his own use.

Cross examined.—Q. How do you know that the widow and heirs of the late Francois Marsac sold four acres of the land he owned at Buttonwood point to pay the two notes assigned to Williams and Lee?

Answer. On his way to Launce Creuse, he stopped at Chas. Rivard's, where the widow Francois Marsac was living, and being alone, and after some conversation had passed, she told him she had paid the two notes the affiant had assigned to Williams and Lee, being the avails of four acres of ground she had sold of the farm at Buttonwood point. Affiant believes it

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was after widow Marsac's return from the Miami, where she had spent the winter one year or more after the death of the said Francois Marsac.

FRANCOIS LABADIE.

One days' attendance proved and twenty-two miles' travel.

Sworn and subscribed before me, the 12th May, 1828.

ROBERT ABBOTT,
Master in chancery.

TREMBLE *vs.* MARSAC ET AL.—*12th May*, 1828.

We hereby protest against any testimony being taken by Robert Abbott, Esq., to be used in the above entitled cause, he not being master in chancery, and not being authorized by the court, and during the session of the Supreme Court of the Territory of Michigan.

CHAS. LARNED, *for defts.*

Depositions of witnesses taken on the part and behalf of the complainants, in obedience to a rule of reference to me, the undersigned master in chancery, made by the Supreme Court of the Territory of Michigan, and sitting as a court of chancery, at the last December term thereof, to be used in a certain cause there depending, wherein Francois, Benoit, and Therese Tremblé, infant children and heirs at law of the late Francois Tremblé, of the county of Wayne, deceased, by Benoit Tremblé, the elder, their next friend, are complainants, and Joseph F. Marsac, Jacques Marsac, Pierre Dequindre, and Jean B. Peltier, are defendants; which depositions were taken in pursuance of the annexed notice, given by the complainant's solicitor to the solicitor of the defendants, at the office of the undersigned master in the city of Detroit, on the 10th and 12th days of May, at the hour of 9 o'clock A. M., being the time and place in said notice mentioned. The defendants and his solicitor were present but part of the time on the 10th of May, mentioned in said notice, at the taking and examining of the witness; but on the 12th, the complainants and defendants were present, and attended to the taking and examining of the witnesses.

Given under my hand at Detroit, the 12th May, 1828.

ROBERT ABBOTT,
Master in Chancery.

I hereby certify that the several depositions hereunto annexed were taken down by me, on the respective days on which they bear date, and the places above mentioned, and in the presence of the parties or their solicitors, (excepting when any of the parties have been noted absent,) and that each of the witnesses above named, whose deposition was taken down, were carefully examined and duly cautioned, and made solemn oath that their respective depositions, by them subscribed, contained the whole truth, and nothing but the truth. All which I here respectfully submit, together with the exhibits made on said examination, to the honorable the Supreme Court.

Given under my hand at Detroit, this 13th day of May, 1828.

ROBERT ABBOTT,
Master in Chancery.

Master's fees, $30.